



INVITATION FOR BID # 12-19

Rockville Swim & Fitness Center: Locker Room and Lobby Renovations

Rockville Swim & Fitness Center
355 Martins Lane
Rockville, Maryland 20850

ISSUED BY

City of Rockville
111 Maryland Avenue
Rockville, Maryland 20850

ARCHITECT

Proffitt & Associates Architects
49 South Carroll Street
Frederick, MD 21701

MFD Outreach Program

It is the intent of the City of Rockville to increase opportunities for minority, female and disabled (MFD) owned businesses to compete effectively at supplying goods, equipment, and services to the City, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economical considerations. Suggested changes and MFD enhancements to this solicitation's requirements for possible consideration and/or inclusion in future solicitations are encouraged.

Plan Holder Registration Form

Project Number: IFB#12-19

Project Title: Rockville Swim & Fitness Center:
Locker Room and Lobby Renovations

Principal Buyer: Pat Ryan, CPPB

NOTE:

ALL bidders who download the document MUST submit this form to pryan@rockvillemd.gov

Failure to submit this form may jeopardize consideration for award of this contract.

By downloading the bid documents from the City's website you agree that you are responsible for obtaining any addenda that may be issued. Failure to acknowledge receipt of all addenda may result in rejection of your bid.

Name of Firm/Company: _____

General Contractor _____ Subcontractor _____ Supplier _____ other _____

Address: _____

Phone Number: _____

Email Address: _____

Contact Person: _____

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**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND**

**INVITATION FOR BID # 12-19
Rockville Swim & Fitness Center:
Locker Room and Lobby Renovations**

SEALED BIDS will be received at the Procurement Division, City of Rockville, 111 Maryland Avenue, 2nd floor, Rockville, Maryland 20850-2364 until **2:00 P.M., Friday, December 14, 2018**. The bidder assumes full responsibility for the timely delivery of a bid to the designated location. Bids delivered to any other office or location will not be considered. All bids will be publicly opened after the time set for receipt of bids and read aloud in the Mayor and Council Chambers at the same address.

Bids presented after the bid deadline will not be accepted for any reason. The official time clock for receiving bids will be an electric date and time stamping clock, located in the Procurement Division at Rockville City Hall. In order to be considered, bids must be received on or before 2:00 p.m. Therefore, a bid stamped in at 2:00 p.m. is acceptable, but one stamped in at 2:01 p.m. is late and will not be accepted.

SECTION I: OVERVIEW and BIDDING REQUIREMENTS AND INSTRUCTIONS

1.01 PRE-BID CONFERENCE AND SITE VISIT

A pre-bid conference and site visit will be held on **Thursday, November 8, 2018 1:30 P.M.** at the **Rockville Swim & Fitness Center, 355 Martins Lane, Rockville, MD**. This specific meeting is not mandatory; however bidders are strongly encouraged to attend. It is recommended that bidders review the plans prior to the pre-bid conference. All individuals interested in viewing the vicinity of the work area shall assume complete responsibility and liability for any and all visits. **In order for a bid to be deemed responsive, a representative from the firm submitting the bid must have attended at least one site visit (see below) OR have attended the Pre-bid conference.**

Please e-mail Pat Ryan, Principal Buyer at pryan@rockvillemd.gov and indicate the number of people attending from your company.

1.02 ADDITIONAL SITE VISITS

Prior to the Bid Due Date, additional site visits are scheduled per the chart below. In order for a bid to be deemed responsive, a representative from the firm submitting the bid must have attended at least one site visit OR have attended the Pre-bid conference. All visitors MUST sign-in at the front desk prior to viewing the work site(s). Note that the facility will be open and occupied during the site visit(s) and

locker room areas will be available for viewing in accordance with gender respective standards. All individuals interested in viewing the vicinity of the work area shall assume complete responsibility and liability for any and all visits.

Friday, November 9, 2018 9:00am-11:00am
Thursday, November 15, 2018, 9:00am-11:00am
Monday, November 19, 2018, 1:00pm-3:00pm
Tuesday, November 27, 1:00pm-3:00pm
Wednesday, November 28 1:00pm-3:00pm

1.03 DEADLINE FOR QUESTIONS

Questions pertaining to this bid may be sent to Pat Ryan, Principal Buyer, via email at pryan@rockvillemd.gov no later than **5:00 P.M., Friday, November 30, 2018**. Oral answers to questions relative to interpretation of specification or the bid process will not be binding on the City. Bidders are requested to put the project name and number in the subject line of the email. Questions received after the deadline may not be answered.

1.04 BID SUBMISSION

Bid Proposal forms, in duplicate, and a Bid Bond must be submitted in a sealed envelope. The face of the envelope shall contain the bid number and title, the name and address of the bidder, as well as, the date and time of the bid opening.

BID NUMBER: IFB# 12-19
BID TITLE: Rockville Swim & Fitness Center: Locker Room and Lobby Renovations
BIDDERS NAME: (Insert Bidder's Name and Address)
DUE DATE: (Insert Due Date)

All bids are to be addressed and delivered by the date and time specified to:

Pat Ryan, Principal Buyer
Procurement Division
City of Rockville
111 Maryland Avenue, 2nd floor
Rockville, Maryland 20850

1.05 PROJECT DESCRIPTION

The project consists of, but is not limited to supplying all labor, materials, equipment, tools, and services for the equipment and building upgrades specified in the contract documents. The scope includes (but is not limited to):

The project generally consists of a full scale renovation and expansion of the existing locker room, office, and lobby areas; expansion of the building footprint to include additional locker room, office, and lobby space; emphasis on ADA compliance; connections of the new construction and renovated areas to the existing complex outside the construction LOD, installation of new facility infrastructure including mechanical, plumbing and electrical systems serving the locker room and lobby areas; and the installation of fixtures, tiling, finishes and various pieces of associated equipment. New mechanical units will be installed on the roof. The existing sprinkler system, fire alarm system, and telecommunications system will be modified and expanded. The project includes associated exterior site work such as utility service

relocations, installation of a stormwater management facility and construction of a drop-off and an ADA parking area as indicated on the plans.

A major component of this project is to maintain continuity of access to and operations of the indoor pools and fitness rooms throughout the duration of this project. The bid submission is to include a Temporary Access and Operations Plan which is to clearly articulate how access to and operations of the pools and fitness rooms are to be maintained. Section 01 12 16 of the Specifications provides sample concepts to provide continuity of facility operations, which the bidder is welcome to expand upon. Any costs associated with maintaining access to the facility during construction is to be considered part of the base bid.

1.06 PROJECT CLASSIFICATION

The estimated cost of this project's construction will not be shared during the bid process. The City's CIP Budget Sheet is included as an appendix to this IFB. **Bidders are advised that these figures speak to the total allocations made for the project overall, not specifically the construction component being bid through this solicitation.**

1.07 CONTRACT DURATION AND LIQUIDATED DAMAGES

Contractor shall begin the project within ten (10) calendar days following issuance of a City of Rockville Purchase Order (Notice to Proceed). All work shall be completed within 12 months (365 consecutive calendar days). The time allotted for the work is of the essence. Liquidated damages shall be assessed at Two Thousand Dollars (\$2,000) per day for each calendar day the work exceeds beyond the specified time allotted in addition to Additional Owner Expenses. Also refer to Item No. 5 in the SPECIAL PROVISIONS for additional Liquidated Damages associated with unexpected extended Utility Service Interruptions.

1.08 PROJECT SCHEDULE PLAN SUBMITTAL REQUIREMENTS

Bidders must provide written evidence of ability to meet the responsibility of the verified project schedule, (Special Provisions, Item 2.01 Project Schedule) for the price bid, by submitting a schedule in writing, which meets a twelve (12) month completion date, and includes delivery and staging locations, for incorporation into any subsequent contract. Failure by the Bidder to submit a Project Schedule Plan may result in the determination that the bid is non responsive.

1.09 BID BOND

Bids must be accompanied by Bid Bond made payable to the Mayor and Council of Rockville in an amount of five percent (5%) of Bidder's Total Bid Price (prior to any add alternates or deduct alternates) and in the form of a certified check or a Bid Bond (AIA bond form is acceptable).

1.10 TEMPORARY ACCESS AND OPERATIONS CONCEPT PLAN SUBMITTAL REQUIREMENTS

Bidders must provide written evidence of ability to maintain Swim & Fitness Center facility operation for the duration of the project work, meeting all requirements as outlined in the project manual and outlined herein for the price bid, by submitting a Temporary Access and Operations Concept Plan in writing with their bid submission, which ensures that access and operations of the Swim & Fitness Center north pool, south pool, whirlpool, fitness rooms, fitness room bathrooms, and associated mechanical, electrical, and plumbing systems will be maintained during the project with minimized disruptions, and specifically lists what extended (defined as greater than 48 hours)

service interruptions will be necessary, for incorporation into any subsequent contract. The facility is typically open 7 days per week, with activities scheduled from 5:00am – 10:00pm. Section 01 12 16 of the Specifications provides sample concepts and multiple approaches to provide for continuity of facility operations. The bidder is welcome to utilize one of these options by expand upon its basic premises, or may choose to provide an alternative approach, so long as it meets the Owner's needs and constraints outlined in the bidding documents. Plans submitted shall clearly identify all proposed phasing and temporary facilities anticipated by the Contractor as applicable for their proposed approach.

It is planned that the outdoor bathhouse available at the complex will serve as the main entrance and provide toilet/shower/changing/locker facilities for the months of May, June, July, August and September, allowing for the selected contractor to have access to the existing indoor locker rooms and lobby areas for construction purposes. Temporary toilet/shower/changing/locker facilities should not be needed during these months due to the availability of the outdoor facility's bathhouse. It should be noted that the indoor pools and fitness rooms shall be available for use during this time, however if an overall temporary facility shutdown is needed (for example due to utility line movements), the months of June, July and August are identified as the times where said temporary shutdowns may be scheduled with advance notice provided to the City as specified in Special Provisions, section 2.05.

If sequencing of the project will render the existing indoor locker rooms and entrance area unusable due to construction activities in the months of October, November, December, January, February, March or April, the bidder will also submit a plan for providing temporary toilet/shower/changing/locker facilities and customer service counter for use by the public and staff, which are to be appropriately lighted and climate-controlled to have interior temperatures be between 68-72 degrees. Quantities of toilets, sinks and showers must be of the same or greater quantity of those being made unavailable due to construction activities. Temporary facilities must include running water and flush fixtures (portable toilets will not be considered acceptable temporary facilities for public use). All temporary utility connections for restroom fixtures shall be the responsibility of the Contractor. The space and type of locker and changing areas must be sufficient to accommodate a minimum of 40 people of each gender, to replace the area of space being made unavailable. Temporary facilities must comply with the requirements of the Maryland Accessibility Code. Details are to be shown in the Temporary Access and Operations Concept plan submitted as part of the bid. Any changes must be approved by the City, in writing. Plans for temporary operations must comply with all pertinent laws, codes and regulations, including Montgomery County Department of Health and Human Services regulations for swimming pools and City of Rockville Fire / Life Safety codes. Any permits required for temporary facilities shall be applied for and secured by the Contractor. A covered and enclosed, climate-controlled walkway is to be provided between any temporary toilet/shower/changing/locker facilities and the entrance to the indoor complex.

As part of the bid submission the bidder is to submit a complete and detailed Temporary Access and Operations Plan which meets the intent of maintaining the indoor pools and fitness rooms as available for use throughout the project, for incorporation into any subsequent contract. Failure by the Bidder to submit a Temporary Access and Operations Concept Plan may result in the determination that the bid is unresponsive.

1.11 AGREEMENT/PERFORMANCE AND PAYMENT BONDS

The successful contractor shall be required to complete and return two copies of the City's Standard Form of Agreement along with Performance and Payment Bonds (samples attached) in the amount of 100% of the Contract award within fifteen days after the date of issuance. No other form of performance or payment security will be permitted. Failure by the contractor to provide the agreement or bonds or, as required, shall be just cause for annulment of the award and the forfeiture of the Bid Guarantee which shall become the property of the City, not as a penalty but in liquidation of damages sustained.

1.12 INSURANCE

The successful contractor shall be required to furnish a certificate of insurance to include endorsements for additional insured and waiver of subrogation requirements within fifteen days after the date of request by the City. Failure by the contractor to provide insurance shall be just cause for annulment of the award and the forfeiture of the Bid Guarantee which shall become the property of the City, not as a penalty but in liquidation of damages sustained.

1.13 BID AWARD

The basis of award will be to the responsible bidder submitting the lowest responsive Total Bid including any alternates, if awarded, provided the price is reasonable and in the City's best interest. The purchasing agent reserves the right to waive a minor informality, or immaterial bid defect and/or technicality if such waiver is determined to be in the best interest of the City. A minor informality or immaterial defect means a bid requirement that is merely a matter of form or is an immaterial provision in the solicitation. A bid defect is immaterial when the significance of the defect is negligible when contrasted with the total cost or scope of the procurement. A technicality is a small detail in specification, requirement, term or condition that forces an unwanted, unexpected and/or negative result upon the City. The decision of the purchasing agent with respect to whether a requirement is a minor informality, or whether a bid defect is immaterial, or whether a technicality exists, as well as, whether or not a waiver is in the best interest of the City is final and may not be challenged by a bidder.

1.14 BIDDER QUALIFICATIONS

Bidders must provide written evidence (through references) of five (5) years prior experience with the scope of work as detailed in the specifications. General Contractors must submit evidence and references for their firm with the bid to be considered responsive. A listing of subcontractors, along with evidence of their experience and references shall be submitted within five business days after Notice of Intent to Award by the City.

The Bidder shall satisfy the City that they and any subcontractors have been engaged in the particular skills required to perform the following categories of work for at least five (5) years, and have established a successful performance record of completed locker room construction, mechanical unit replacement and related work at a swimming pool, fitness center or comparable facility, as follows:

- 1) General Contracting;
- 2) Concrete;
- 3) Masonry;
- 4) Metals;
- 5) Thermal and Moisture Protection;
- 6) Finishes;
- 7) Plumbing;
- 8) Heating, Ventilating & Air Conditioning Work;
- 9) Electrical Work;
- 10) Provision of temporary facility access during construction

The City reserves the right to take such steps as it deems necessary to determine the ability of the Bidder to perform the work and reserves the right to request additional information and to reject any bid where an investigation of the evidence or information submitted by such Bidder does not satisfy the City that the Bidder is qualified to properly carry out the terms of the Bid Document.

Subcontractors shall conform in all respects to the applicable provisions specified for the prime contractor and shall be subject to approval by the City. If a subcontractor or proposed subcontractor is determined to be unacceptable the City the Contractor shall substitute an acceptable subcontractor with no change in any contract unit prices or overall contract sum. The Contractor will use only those subcontractors approved by the City.

1.15 ADDENDA

Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City.

To ensure fair consideration for all offerors, any interpretation made to prospective offerors will be expressed in the form of an addendum to the specifications, if such information is deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed offeror. Such addendums, if issued, will be posted at the address listed below:

<http://www.rockvillemd.gov/business/bids.htm>

Please note, that it is the respondent's responsibility to check this site frequently for Addendums, which may impact pricing, this documents requirements, terms and/or conditions. Failure to sign and return an Addendum with your response may result in disqualification of proposal.

1.16 NOTICE TO BIDDERS

"Pursuant to 7-201 et seq. of the Corporations and Associations, Article of the Annotated Code of Maryland corporations not incorporated in the State, shall be registered with the Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this state. Before doing any intrastate business in this state, a foreign corporation shall qualify with the Department of Assessments and Taxation."

1.17 US TREASURY IDENTIFICATION NUMBER

Bidders must supply with their bids their U.S. Treasury Department Employers' Identification Number as such number is shown on their Employer's quarterly Federal Tax Return (U.S. Treasury Department Form No. 941). This number shall be inserted on the Bid Sheet in the space provided.

1.18 QUALIFICATION TO CONTRACT WITH PUBLIC BODY

Bidders must be qualified to bid in the State in accordance with Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1997) in furtherance of obtaining a contract from the state or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

1.19 DISABILITY INFORMATION

ANY INDIVIDUALS WITH DISABILITIES WHO WOULD LIKE TO RECEIVE THE INFORMATION IN THIS PUBLICATION IN ANOTHER FORM MAY CONTACT THE ADA COORDINATOR AT 240-314-8100, TDD 240-314-8137.

****END OF SECTION I****

SECTION II: SPECIAL PROVISIONS

2.01 PROJECT SCHEDULE:

Contractor shall begin work within ten (10) calendar days following issuance of a City of Rockville Purchase Order (Notice to Proceed). All elements of the project shall be completed within 365 calendar days. Time is of the essence. This timeframe includes periods of varying and inclement weather conditions which prohibits work to progress (see chart below for weather day allowance per month). Should catastrophic weather patterns occur which prevents work on the job, documentation of the outlying circumstances per a recognized, third party source such as the National Oceanic and Atmospheric Administration (N.O.A.A.) is required for the City to consider a resultant schedule adjustment. Schedule adjustments due to weather will only be granted upon written request from the Contractor and the City's ability to verify the extenuating circumstances. Requests are due in writing to the City by the 15th on the month following the delay.

Month	Inclement Weather Day Allowance (included in schedule)
January	7
February	6
March	6
April	7
May	7
June	6
July	4
August	5
September	3
October	3
November	4
December	4

2.02 APPLICABLE CODES AND STANDARDS:

As a minimum standard of quality workmanship, all work is to comply with the latest provisions and recommendation of the following documents in the following order of precedence. In the event of conflict, the City's determination shall govern.

Building Code - 2015 International Building Code

Energy Efficiency – 2015 International Energy Conservation Code

Life Safety Code - 2015 NFPA 1 Fire Code and 101 Life Safety Code

Accessibility – 2010 ADA Standards of Accessible Design & Maryland Accessibility Code
(COMAR 05.02.02)

Mechanical – 2015 International Mechanical Code

Plumbing - 2015 International Plumbing Code

Electrical – 2014 National Electrical Code (NFPA 70)

Gas – 2015 International Fuel Gas code

Sprinkler – 2013 NFPA 13 Fire Sprinkler Code

Fire Alarm – 2013 NFPA 72 Fire Alarm Code

American Society for Testing and Materials, "ASTM Standards", latest edition

American Concrete Institute (ACI) Standards, latest edition
City of Rockville Department of Public Works Standards and Details For Construction
Code of Maryland (COMAR) 10.17.01 – Public Swimming Pools and Spas
Montgomery County, MD (COMAR) Executive Regulation Section 51.12 Regulation 21-12AM
Manual on Swimming Pool Operation
Montgomery County, MD (COMAR) Executive Regulation Section 51.12 Regulation 22-12
Manual on Swimming Pool Construction
Maryland Standards and Specifications For Soil Erosion and Sediment Control (MDE) latest edition

2.03 CONTRACT DOCUMENTS:

In addition to the [Contractual Terms and Conditions](#), in the case of discrepancies in the Contract Documents and need for interpretation, the documents shall be given precedence in the following order:

1. Change Orders
2. Addenda
3. Special Provisions and Overview and Bidding Requirements and Instructions
4. Technical Specifications
5. Drawings
6. General Conditions and Instructions to Bidders (City of Rockville)
7. Standard Details by others
8. City of Rockville Standard Details for Construction
9. Applicable Standards listed in 2.02

2.04 CONSTRUCTION SCHEDULE FORMAT

The selected contractor is to submit electronic versions of the construction schedule (after award of the bid, at the pre-construction conference meeting) and with no less than monthly updates. The schedule shall be submitted in both its source form and PDF version. The schedule shall be developed in Microsoft Project or comparable software that shall either have available a free editing product that can be downloaded from the vendor's web site, or software for editing shall be provided to the City by the Contractor. Provide the name of the construction schedule format package contractor will be using on the Bid Proposal Pricing Form.

2.05 UTILITY SERVICE SHUTDOWNS:

The electric power, gas, water, sewer and telecommunications services and HVAC units for the Rockville Swim & Fitness Center may be allowed to be shutdown at various times throughout the duration of the project. Timing of shutdowns, duration, and pre-shutdown requirements shall be as specified in Technical Specifications, Special Provisions, and drawings of this IFB. Any shutdowns extending beyond the time frames specified in this IFB or that are outside of the notice requirements provided here within, and that results in lost revenue to the City and/or additional costs associated with renting/leasing additional space, as well as, any additional transportation costs associated with relocating Rockville Swim & Fitness Center patrons, will be subject to liquidated damages as follows: \$1,000 for the first hour or any portion thereof; \$500 for each hour thereafter or portion thereof, up to a maximum of \$2,000 per 24-hour period.

The Contractor shall coordinate demolition and installation of all equipment to limit loss of utilities including electric power, gas, water, sewer and telecommunications service.

When the existing indoor locker rooms are in service, any interruptions to any portion of the electric power, gas, water, sewer, HVAC or telecommunications must be scheduled in advance with final scheduling at the discretion of the City and be limited to a maximum of 48 hours. The Project Manager shall be notified of all proposed outages no less than 15 days prior to the outage. The City has final right to approve / deny outages. Limited short duration outages to non-critical systems may be allowed if approved by the Project Manager in advance of the outage. Outages may be scheduled, at the discretion of the City to occur during non-occupied hours which are typically 10pm to 5am.

When temporary arrangements are provided for toilet/shower/changing/locker/customer service counter in alternate locations per the approved Temporary Access and Operations Concept Plan, utility service may, without notice be disrupted to the locker rooms and lobby areas which are closed to the public. However, utility service (including electric power, water, sewer, gas and telecommunications) to the swimming pool filtration systems, lower level mechanical room, fitness rooms and associated bathrooms and HVAC equipment must maintain in operation. Any service outages to these areas must be scheduled and approved by the City in accordance with the notice procedures in the paragraph above. Outages may be scheduled, at the discretion of the City to occur during non-occupied hours which are typically 10pm to 5am.

2.06 SITE ACCESS:

Access to the sites is by public streets and thoroughfares.

The Rockville Swim & Fitness Center is located at 355 Martins Lane, Rockville, Maryland. Site access is as shown on the design plans.

2.07 RESTORATION OF SITE

After the completion of the project, all roads, drives, paths, parking lots, easements and lawns damaged by the Contractor's actions shall be restored to the same condition as found prior to the start of the project. Costs associated with restoration to original condition are incidental to the work and no specific payments shall be made for restoration.

Prior to any construction activities, it is the Contractor's responsibility to document and notify the Project Manager in writing of any existing damage or substandard conditions. Access to all private properties abutting the work areas must be maintained at all times.

2.08 PROTECTION OF WORK, PROPERTY AND PERSONS:

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this project. All necessary precautions shall be taken: to prevent injury to the Contractor's employees and other persons who may be affected by the project; to prevent damage to or loss of materials or equipment incorporated into the project; and to protect other property at or adjacent to the site including but not limited to trees, shrubs, lawns, walks, fences, pavements, roadways, utilities, structures, buildings, playgrounds and park facilities not designated for removal, relocation, or replacement in the course of construction; to provide warning signs as directed by the City for personnel and the public. Costs associated with this work are incidental to the work and no specific payments will be made. The Contractor shall provide pre-project photographs or videotape of the project work areas to the Project Manager.

2.09 TRAFFIC/PEDESTRIAN CONTROL:

All work shall be accomplished in a manner to minimize obstruction to vehicular and pedestrian traffic. The Contractor shall abide by the conditions for construction traffic, as set forth in the latest edition of the Manual on Uniform Traffic Control Devices U.S. Department of Transportation Work Zone Traffic Control and/or the Project Manager's directives.

The Contractor and all employees, subcontractors, vendors, delivery personnel, and others working for or with the Contractor (herein known as construction personnel) shall utilize the approved route for access to and egress from the Swim & Fitness Center site during the entire duration of this project. The approved access route is Nelson Street or Washington Street or Mannakee Street to Martins Lane. The approved egress route is Martins Lane to either Nelson Street or Washington Street or Mannakee Street. No deviations from this route shall be made without prior, written approval from the City. Construction personnel shall at all times obey traffic signals, traffic signs, and posted speed limits in accordance with Section 23 of the City's Municipal Code. The route through which construction personnel vehicles will pass is populated by many citizens and young children. Construction personnel shall maintain safe conduct at all times as determined by the City. City staff, citizens, police and third parties may be used throughout the course of the project to record and monitor construction personnel adherence to the specified route and traffic regulations. The City reserves the right to consider any construction personnel failure to adhere to the route and/or traffic regulations as poor performance, which may result in immediate cancellation of the Contract and calling of the Performance Bond. Additionally, construction personnel failure to obey traffic signals, traffic signs, and posted speed limits in accordance with Section 23 of the City's Municipal Code may also result in violation notices (i.e. – traffic tickets) requiring construction personnel to make monetary penalty payments.

2.10 CONTRACTOR SUPERVISION:

The Contractor shall supervise and direct all work under the contract. A qualified individual shall be designated in writing to act on behalf of the Contractor. This individual shall be present on the site at all times as required to perform adequate supervision and coordination of the work, including work performed by subcontractors.

The Contractor shall appoint one or more crewmembers or supervisors to act as liaison with the City and emergency services personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.

2.11 EMERGENCY INFORMATION:

The Contractor shall post information concerning emergency medical, fire, rescue and hazardous waste phone numbers from which personnel on the site can obtain information if needed. The Contractor shall also list the name and number of a representative of the Contractor who can be reached in case of an emergency. The representative must be fluent in English. The emergency information shall be located so it is visible and accessible 24 hours a day. The emergency information shall be posted for the entire length of the Contract.

2.12 PERMITS:

The Contractor is responsible for applying for and securing all permits required for this project prior to construction, at no additional cost to the City. These permits include but are not limited to:

- City of Rockville Electrical Permits
- City of Rockville Plumbing Permits
- City of Rockville Mechanical Permits

- City of Rockville Building Permits
- City of Rockville Fire Protection Systems Permits (Fire Alarm and Fire Sprinkler)
- City of Rockville Forestry Permit
- City of Rockville Sediment Control Permit
- City of Rockville Stormwater Management Permit
- City of Rockville Public Works Permit
- Montgomery County Swimming Pool Operating Permit
- Any permits required by the City of Rockville for temporary facilities to be provided by the Contractor.

The Architect has filed for the Building Permit, Forestry Permit, Sediment Control Permit, Stormwater Management Permit, and Public Works Permit, which either have been released and will require transfer to the awarded bidder or will be released as soon as the contract is awarded. Approval has been granted from the Montgomery County Department of Health and Human Services to proceed with the Locker Room Renovations, per plan. The Contractor will be responsible for compliance with any conditions and/or notes issued with said permit.

City of Rockville Permit fees for the project shall be waived by the City.

2.13 PUBLIC UTILITIES:

The location of existing utilities shown on the plans and profiles are approximate only and it shall be the Contractor's responsibility to determine the exact location of the utilities prior to commencing work in all areas of possible conflict. The existence of utilities other than those shown on the plans is not known. If, during construction operations, the Contractor should encounter additional utilities, he shall immediately notify the City and take all necessary and proper steps to protect the continuance of service of such facilities.

It shall be the Contractor's responsibility to cooperate to the fullest possible extent with the utility owners in their work of adjusting the existing utilities to suit the proposed construction under this contract. In case of any damage to utilities by the Contractor, either above or below ground, the City or utility owner shall be immediately notified. The Contractor shall arrange for restoration of existing utilities to a condition equal to that which existed before the damage was done, by repairing, rebuilding, or otherwise restoring as may be directed, and at the Contractor's entire cost and expense.

The Contractor shall take into consideration when preparing his bid the costs associated with the coordination during construction with various utility companies for any relocation or installation by the utility companies which may be necessary in areas within, or adjacent to, the limits of this contract. No additional compensation or time extensions will be allowed the Contractor for work interruptions, changes in construction sequences, changes in methods of handling excavation and drainage, and changes in types of equipment used, made necessary by others performing work within, or adjacent to, the limits of this contract. The contract time as stated in this contract includes the time needed for utility adjustments and no extension of time will be granted for delays caused by utility adjustments.

All other expenses likely to be incurred by the Contractor as a result of working around and protecting utilities, including any costs for private utility locating, as well as cooperating with the owners of same during the relocating of such facilities, will not be measured or compensated for under any stipulated bid item.

2.14 CONTACTS:

The following utility companies and City departments may be affected by this project. It shall be the Contractor's responsibility to notify these utilities and/or City departments and coordinate their construction operations with them to avoid unnecessary delays.

- MISS UTILITY
1-800-257-7777
- Washington Gas Company
703-750-4388
- Potomac Electric Power Company
Distribution Engineering – Rockville Service Center
Mr. Alexander Andrade
301-548-4321
- Verizon
Mr. William Handy
301-595-6151
- Comcast Cable TV
Mr. Dewayne Douty
301-294-7774
- City of Rockville Water and Sewer
240-314-8420

FOR LOCATIONS OF UTILITIES CALL "MISS UTILITY" at 1-800-257-7777 and the City of Rockville Operations Maintenance Superintendent at 240-314-8567.

The Contractor shall contact MISS UTILITY and the City at least 72 hours before excavating in the vicinity of public utilities. The Contractor is expected to coordinate with the various utility companies. This will be done at no additional compensation.

Before interfering with any utility service, the Contractor shall notify the affected utility companies and affected property owners in advance, and coordinate any required service interruption with the owner and City.

2.15 NOISE CONTROL MEASURES AND CONSTRUCTION ACTIVITY:

Construction activity shall occur within Rockville's standard working hours, Monday through Friday, 7:00 a.m. to 5:00 p.m or as otherwise approved in writing by the City's Project Manager (See Section 2.24 for details). All work must comply with the noise ordinance requirements for Montgomery County. A copy of the "NOTICE TO CONTRACTORS" issued by the Montgomery County Department of Environmental Protection (DEP) is attached to these Contract Documents in Appendix A for observation and compliance.

2.16 AIR POLLUTION CONTROL MEASURES:

All fine-grained, loose materials hauled to or from this project shall be covered to prevent spillage and blowing. Material that is not covered will not be accepted for use on this project. Burning of any waste shall not be permitted.

2.17 ENVIRONMENTAL PROTECTION MEASURES:

Impervious barriers, (i.e., plastic, metal drip pans, etc.) shall be placed under any compressors, generators, welding machines, etc., to prevent oils, solvents, organic compounds, or other contaminants from leaching into the soil. Any oils, solvents, organic compounds, or contaminants spilled on the site during the process of the work shall be immediately removed and cleaned up by the Contractor. Any earth contaminated by a spill shall also be removed and replaced with new certified clean material to the satisfaction of the City and the Maryland Department of the Environment (MDE). If the City has to remove the oils, solvents, organic compounds, contaminants, or earth, the City may deduct the costs of removal and clean up from the total contract amount owed the Contractor.

2.18 ASBESTOS CONTAINING MATERIAL (ACM) AND LEAD BASED PAINT (LBP)

It is believed that the majority of asbestos containing materials and lead based paints have been removed from the facility during the course of previous renovation projects, however it is possible that some remaining ACMs or LBPs may be encountered during the course of construction. If encountered, these materials shall be abated in accordance with all applicable environmental regulations using the agreed upon unit prices and costs for such abatement shall be charged against the allowance outlined in Section 01 21 00 of the specifications.

2.19 CONSTRUCTION REQUIREMENTS: DUST AND FUME CONTROL

The Contractor shall provide dust and fume control and clean up as necessary to reduce airborne dust and fumes when directed by the Project Manager, at no additional cost to the City.

2.20 PRESERVATION AND RESTORATION OF PROPERTY, TREES & MONUMENTS

The Contractor is to carefully examine the plans provided with the contract drawings to ensure a clear understanding of the private property limits and work limits. The Contractor shall not enter upon private property for any purpose without first obtaining permission from the City and written permission from the property owner. The Contractor shall be responsible for the preservation of all public and private property, trees, monuments, markers, and fences, along and adjacent to the work areas, and shall use every precaution necessary to prevent damage or injury thereto. The Contractor shall take suitable precaution to prevent damage to underground or overhead public utility structures and must protect carefully from disturbances or damages all land monuments and property markers until the Inspector has witnessed or otherwise referenced their locations. All disturbed monuments and markers must be reset to their correct location by the Contractor at no additional compensation.

The Contractor shall be responsible for all damages or injury to public or private property of any character during the prosecution of the work, resulting from any act, omission, neglect or misconduct in his manner or method of executing said work satisfactorily, or due to the non-execution of said work, or at any time due to defective work or materials. When or where any direct or indirect damage or injury is done to public or private property or on account of any act, omission, neglect or misconduct in the execution of the work or in consequence of the non-execution thereof on the part of the Contractor, the Contractor must restore, at its own expense, such property to a condition similar or equal to rebuilding or otherwise restoring as may be directed by the City, or he shall make good such damage or injury in an acceptable manner. In case of the failure on the part of the Contractor to restore such property or make good such damage or injury the City may, upon 24 hours notice, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract. City crews or another Contractor may accomplish said work.

Special attention must be given the existing landscape features and special care taken to protect the natural surroundings. The roots of such trees or shrubbery will not be cut unnecessarily. The Contractor will be required to cut the roots of trees, which extend into grading limits and/or from trees intended to be left in an undamaged state or otherwise prevent damage to roots of trees. No road machinery of any description

which might throw off gas or smoke in such volume as to damage vegetation, shall be allowed to stand under such trees or shrubbery. All roots over 1" diameter must be cleanly cut with a saw or other pruning instrument. Root cutting trench will be immediately backfilled. Root pruning will occur prior to any grading activities.

Any tree that in the opinion of the City, may be defaced, bruised, injured or otherwise damaged by the Contractor's equipment or operations must be protected prior to the start of work by boards, planks, fencing or other means acceptable to the Forester and no separate payment must be made. The Inspector shall flag and paint all trees to be removed prior to construction. Contractor must verify all saved trees prior to construction. All precautions shall be at the expense of the Contractor. Tree protection techniques must be in accordance with the City of Rockville Forest Conservation Manual and City of Rockville Forest and Tree Preservation Ordinance Notes available at: <https://www.rockvillemd.gov/1066/Forestry>.

Any timber, trees, or landscape features scarred or damaged by the Contractor's operations must be removed, neatly trimmed up, restored or replaced as nearly as possible to the original conditions, as required by the Inspector and at the Contractor's expense. No ropes, cables or guys are to be fastened to or attached to any existing nearby trees for anchorage or in lieu of placing of dead men, unless specifically authorized by the Inspector in which special emergency use the Contractor will first wrap the trunk with a sufficient thickness of burlap or rags, over which soft wood cleats shall be tied, before any wire cable or rope is placed. The Contractor shall in any event be responsible for any damage to any tree due to this use and must repair any such damage.

All of the requirements outlined above in paragraphs 1-5 shall be considered incidental to this contract and no special compensation shall be paid.

2.21 INSPECTION AND CERTIFICATION:

All materials shall be subject to inspection or test by the City prior to installation and no previous certification or inspection shall bar rejection if the material is found to be inferior, damaged or defective. The certification requirements may be waived for any or all of the materials at the discretion of the City.

2.22 SUBMITTALS OF MATERIALS:

Submittals shall be submitted electronically unless otherwise indicated in the specifications. See specification Section 01 33 00 for requirements for submittals. See Section 01 77 00 for submittals required in association with Project Closeout documents.

2.23 CLEAN-UP:

The Contractor shall at all times keep the work areas clean and orderly and shall promptly remove all waste and rubbish. The daily debris shall be collected in covered containers and disposed of in proper fashion. All directions from authorized public officials having jurisdiction over health and safety shall be obeyed. Site must be secured each night.

Upon completion of the work, all materials, equipment, and appurtenances not required as part of the finished project shall be completely removed from the site.

2.24 WORK RESTRICTIONS:

In the essence of timely project completion, with the approval of the City's Project Manager work may be performed on this project 7 day per week, with extended work hours and on holidays. Approvals may be obtained either through construction schedule submission or by special written request. Approvals will be made unless the schedule presented is likely to create an undue hardship to the City, in the City's sole opinion. All work shall be completed during daytime work hours unless approved by the Project

Manager as specified above. The City may approve extended work days and/or overnight work as indicated in the Temporary Access and Operations Concept plan as means to maintain continuity of facility operations.

2.25 TEMPORARY FACILITIES :

The Contractor shall pay all fees, obtain necessary permits, and have meters installed for power and lights as may be required for the execution of this contract. The Contractor through direct local arrangements must obtain temporary electric service for the purpose of this contract with the electric company, PEPCO. The Contractor shall furnish and install all necessary temporary service drops, wiring, connections, etc., necessary for temporary service required by the Contractor. All costs associated with any temporary electric service required by the Contractor are considered incidental to the work and there will be no specific payment.

2.26 STAGING AND STORAGE:

The Contractor will establish temporary staging areas as approved by the City. Contractor may not use grassed or tree areas outside the LOD shown on the plans. Clean up of each staging area shall occur within 48 hours of removal of all stored materials. Contractor shall cover stone and aggregate stockpiles with tarps to prevent sedimentation of the street.

Submit a sketch (a marked up set of plans is acceptable) and brief description for approval by the Project Manager showing the location of equipment and materials, and means and methods to protect pedestrians and existing public facilities (including trees) within the area as shown on the plans. This plan may have to be approved by the City Forester, if any grass or tree areas will be utilized.

There shall be no payment for this work. It shall be considered incidental to the appropriate pay item.

2.27 AERIAL ELECTRIC LINES:

The Contractor shall be aware that State law requires that a 10-foot radial clearance shall be maintained for all construction equipment and materials in relation to electric lines carrying 750 volts or more. Because the State law is more stringent than the Federal laws, the State law shall be considered the minimal distance.

2.28 CONSTRUCTION AS-BUILTS:

The Contractor shall provide as-built information. One set of redline as-builts shall be maintained and kept on-site at all times. Any deviations from approved plans shall be marked, in red, on the as-builts.

Upon completion of project, submit as-builts for approval. Retainage shall not be released until as-builts are approved. The costs for as-builts shall be considered incidental to the work and no specific payments will be made.

2.29 CRIMINAL BACKGROUND CHECKS – ACCESS TO FACILITY

All Contractors, subcontractors and employees (collectively, “contractor employees”) that will work on the job site or who have access to sensitive information may be subject to a criminal background check performed by the City. The successful contractor must complete and submit to the City’s Human Resources Department, within ten (10) days following request by the City, a Screening Disclosure and Authorization Form and/or in-person fingerprinting for each employee. Investigative results will be reviewed by the City to determine the suitability of contractor employees to work on City property or projects. The City reserves the sole right to reject any contractor employees, as a result of the findings of background investigations. Contractor employees will not be allowed access to the facility if their name does not appear on the approved Contractor employee list. Fees for background checks (not to include employees' wages and transportation to the City’s Human Resources Department) are to be considered the responsibility of the City.

2.30 EMPLOYEE CONDUCT

All contractors' employees shall maintain a courteous and respectful attitude toward the general public and City staff, as well as, any and all occupants of the Swim and Fitness Center facilities and grounds, as determined by the City of Rockville.

2.31 EMPLOYEE IDENTIFICATION

The contractor shall issue contractor's project participants photo identification cards. Identification cards must be worn in plain view at all times while on any City property. Contractor employees found on-site without proper identification will be immediately removed from City property. The design of identification cards shall be reviewed and approved by the City prior to issuance. Identification cards for employees who are no longer associated with the project, for any reason, will be immediately recovered by the Contractor. The Contractor is responsible to control and inventory all identification cards issued so those cards are not obtained or used by unauthorized individuals.

2.32 SENSITIVE DOCUMENTS

Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measures to prevent distribution of sensitive documents to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive documents remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be stored in a secure manner. After such records are no longer needed for record purposes, the records shall be destroyed or returned to the City.

The Contractor shall not copy, display to other parties, or distribute City owned programs, proprietary data or information without the express written permission from the City.

"Sensitive" documents and information are defined as those that could reasonably be used to aid in or plan for contaminating or damaging the City's system or City customers. Examples of such documents include, but are not limited to:

- plans/blueprints, as-built drawings, or contract documents of City facilities
- plans/blueprints, as-built drawings, contract documents, or 200-foot sheets of the water distribution system or the wastewater collection system

For any document or information to be provided to the Contractor where there is uncertainty whether it is "sensitive", the City shall have sole discretion to make such determination.

2.33 SKATE PARK PROJECT

Bidders shall be aware that the City may be engaging in a concurrent construction project on the 355 Martins Lane address which involves the construction of a Skate Park in the outdoor facility's parking lot. While the Limits of Disturbance for the Skate Park Project and this project are separate, bidders are given notice that some coordination and cooperation may be required in terms of site access, staging, and scheduling.

2.34 CHANGE ORDERS

When the Contractor is required to perform work as a result of additions or changes to the contract for which there are no applicable unit prices in the contract, the City and Contractor shall make every effort to come to an agreed upon price for the performance of such work. Pricing provided by the Contractor shall be fair and reasonable, not to exceed the limitations below:

- A. Labor.** For all labor and for foremen in direct charge of the specific operations the Contractor shall receive the actual wages for each and every hour that said labor and foremen are actually engaged in such work.
- B. Materials.** For materials accepted by the Project Manager and incorporated into the project, the Contractor shall receive the actual cost of such materials, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth). Excess materials delivered to the job site and not incorporated into the project will not be paid for and it is the Contractor's responsibility to remove said excess material from the job site.
- C. Equipment.** For any machinery or special equipment (other than small equipment tools, whether rented or owned), the use of which has been authorized in writing, by the Project Manager the Contractor shall receive the rates agreed upon in writing before such work is begun which price shall include fuel, oil and miscellaneous necessities, or the Contractor shall receive those rates which may be specified elsewhere in the Special Provisions. For the purpose of definition, equipment with a new cost of \$1000 or less will be considered small tools and equipment.
- D. Materials and Supplies Not Incorporated in the Work.** For materials and supplies expended in the performance of the work (excluding those required for rented equipment) and approved by the Project Manager, the Contractor shall receive the actual cost of such materials and supplies used.
- E. Subcontractors.** The Contractor shall receive the actual cost of work performed by a subcontractor. Subcontractor's cost is to be determined as in A., B., C., and D. above, plus the fixed fee for overhead and profit allowance computed as in G.
- F. Superintendence.** No additional allowance shall be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided
- G. Contractor's Fixed Fee.** The City and the Contractor shall negotiate a fixed fee for change order work not to exceed the limits in this section. The City shall pay 10 percent of A as compensation for overhead and profit for the work performed. The Contractor's fixed fee shall include an amount not to exceed to the sum of 65 percent of A, which shall include, but not be limited to the following:
- (1) Compensation for all costs paid to, or in behalf of, workmen by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits that may be required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed in the work; and
 - (2) Bond premiums, property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions and Social Security taxes on the work.
 - (3) In addition, the Contractor's fixed fee may include an amount not to exceed 10 percent of B, unless specifically authorized by the Project Manager in advance of the work; not to exceed 5 percent of D, and not to exceed 5 percent of E with the exception of that portion chargeable to equipment as defined above.

H. Statements. Upon the City's request, the Contractor will be required to furnish the Project Manager with itemized statements, receipts, or other original documentation of the cost components of such change orders listed above.

Work performed without previous written order by the Project Manager will not be paid.

2.35 TECHNICAL CONTACT/PROJECT MANAGER

Mr. Mauricio Daza, Parks and Facilities Development Coordinator / Project Manager
Department of Recreation and Parks
111 Maryland Avenue Rockville, MD 20850
Telephone 240-314-8608
Email: mdaza@rockvillemd.gov

In Mr. Daza's absence, contact:

Mr. Adam Goldstein, Swim and Fitness Center Superintendent / Alternate Project Manager
355 Martins Lane
Rockville, MD 20850
Telephone 240-314-8752
Email: agoldstein@rockvillemd.gov

******END OF SECTION II******

SECTION III: APPROVED TECHNICAL SPECIFICATIONS

See City of Rockville Web Site for posting of these Approved Technical Specifications (1167 pages – including this page - Section III of IFB #12-19):

<http://www.rockvillemd.gov/DocumentCenter/View/31146/IFB-12-19-Section-III-Final-Approved-Technical-Specifications?bidId=541>

SECTION IV: FINAL APROVED STAMPED PLAN/DRAWINGS

See City of Rockville Web Site for posting (under 3 links) of these Final Approved Stamped Plan/Drawings (136 pages – including this page - Section IV of IFB #12-19):

(see all 3 links, 135 pages total – will take several minutes to download in pdf format, can be opened easily in Adobe Acrobat)

<http://www.rockvillemd.gov/DocumentCenter/View/31147/IFB-12-19-Section-IV-CIVIL-pages-1-39?bidId=541>

<http://www.rockvillemd.gov/DocumentCenter/View/31148/IFB-12-19-Section-IV-ARCHITECTURAL-pages-40-75?bidId=541>

<http://www.rockvillemd.gov/DocumentCenter/View/31149/IFB-12-19-Section-IV-Struct-Mech-Plumb-Elec-pages-76-135?bidId=541>

**SECTION V: GENERAL CONDITIONS
AND INSTRUCTIONS TO BIDDERS**



**CITY OF ROCKVILLE
MARYLAND
GENERAL CONDITIONS AND INSTRUCTIONS TO
BIDDERS
CONSTRUCTION 7/2018**

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the contractor unless accepted in writing. Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.
2. **PRE-BID MEETING** A pre-bid meeting may be held for the purpose of describing the project and for answering any questions prospective bidders may have. If applicable, time and date will be shown on the bid announcement page.
3. **SUBMISSION OF BID** All bids are to be submitted in a sealed envelope to the Purchasing Office, 111 Maryland Avenue, Rockville, MD 20850. Envelope shall be clearly marked with the invitation for bid number. The following forms must be submitted:
 - Bid proposal page(s) in duplicate
 - Non-collusion/non-conviction affidavit
 - Bid Bond
 - Reference sheet
 - Other forms as required in the bid document.

The bid proposal form must be typed or written in ink. Conditional bids and bids containing escalator clauses will not be accepted. All bids must be regular in every respect and no interlineation, exclusions, or special conditions shall be made or included. Bids must contain an original signature, in the space provided, of an individual authorized to bind the bidder.
4. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered. All bids will be publicly opened after the time set for receipt of bids and read aloud. Bidders may attend bid openings.
5. **ADDENDUM** In the event that any addenda to this solicitation are issued, all solicitation terms and conditions will retain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of

specifications or the proposal process will not be binding on the City.

Such addendums, if issued, will be posted at:
<http://rockvillemd.gov/Bids.aspx>

Please note, that it is the bidder's responsibility to check this site frequently for Addendums, which may impact pricing, this document's requirements, terms and/or conditions. Failure to acknowledge an addendum on the bid proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.

6. **BID OPENING** All bids received in response to an Invitation for Bid will be opened at the date, time and place specified and publicly read. A tabulation of bids received are posted on the City's website:
<http://rockvillemd.gov/Bids.aspx?CatID=17&txtSort=Category&showAllBids=on&Status=>
7. **ACCEPTANCE OF BIDS** The City will accept or reject any or all bids or any or all items within ninety (90) days after the date of bid opening. Bids may not be withdrawn during that period.
8. **BID WITHDRAWAL** Bids may be withdrawn or modified upon receipt of written request received before the time specified for bid opening. Requests received after bid opening will not be considered.
9. **BID AWARD** Award will be made to lowest responsive and responsible bidder complying with all provisions of the Invitation for Bid, provided the price is reasonable and in the best interest of the City to accept. The City reserves the right to award by individual commodities/services, group, all or none or any combination thereof. When a group is specified, all items in the group must be bid.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance on previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinance relating to the contract or service;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;

- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. Whether the bidder is in arrears to the City or a debt or contract or is in default on a surety to the City;
- j. Such other information as may be secured by the City having a bearing on the decision to award the contract.

10. ELECTRONIC PAYMENT OPTION

The Vendor ACH Payment Program of the City allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. All transactions are conducted in a secure environment. The program is totally free as part of the Finance Department's efforts to improve customer services. Program information and registration can be viewed at the following web address:

<http://rockvillemd.gov/index.aspx?NID=234>

11. SENSITIVE DOCUMENTS

All project participants needing either electronic or hardcopy documents dealing with critical facilities or sensitive information will be required to make application with, and receive approval from the City prior to receiving this information. Permission to receive said documents (herein referred to as "sensitive") will pertain only to the individual approved. Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive documents remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be stored in a secure manner. After such records are no longer needed for record purposes, the records shall be destroyed or returned to the City.

Where services require the Contractor to access the City's electronic information resources and/or its electronic data assets, the Contractor shall adhere to all requirements, terms and conditions of the City's Contractor/Vendor On-Site and Remote Access Confidentiality Agreement, which can be viewed at the following web address:

<http://www.rockvillemd.gov/documentcenter/view/74>

12. DOCUMENTS, MATERIALS AND DATA

All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The

contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the contractor or supplied by the City.

13. **ERRORS IN BIDS** When an error is made in extending total prices, the unit price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices or in preparation of the bid will not relieve the bidder from performing the contract. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if the bid is accepted.

14. **MISTAKES** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the contract documents. In the process of assembling and binding the bid documents individual pages or drawings may have been inadvertently omitted. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that these bid documents are incomplete.

15. **PRICES** Bids must be submitted on a firm, fixed price, F.O.B. destination basis only unless otherwise specified herein.

16. **PROMPT PAYMENT DISCOUNTS** All discounts other than prompt payment are to be included in the bid price. Prompt payment discounts will be considered in the evaluation of your bid if the discount on payment is not conditioned on payment being made in less than thirty (30) days from receipt of invoice.

17. **BIDDER'S PAYMENT TERMS** The City will reject as non-responsive a bid under this solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days.

18. INTEREST IN MORE THAN ONE BID AND COLLUSION

Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

19. **QUALIFICATION OF THE BIDDER** The City shall have the right to take such steps as it deems necessary to determine the responsibility of the bidder to perform the obligations under the contract and the bidder shall furnish to the City all such information for this purpose as the City may request. The right is reserved to reject any bid where an investigation of available information does not satisfy the City that the bidder is qualified to carry out the terms of the contract.

20. **PLACING OF ORDERS** Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card – currently Mastercard) executed by the Purchasing Agent or designee. Where Master Agreements have been released by the City, orders may be placed directly with the Contractor by authorized personnel in the ordering Department(s). Issuance of all purchase orders will be contingent upon appropriation of funds by the Mayor and Council and encumbrance of such funds after July 1st of each year, as provided by the City Code.
21. **INSPECTION OF THE WORK SITE** Each bidder shall visit the site of the proposed work and become fully acquainted with the existing conditions and fully informed as to any facility involved, and the difficulties and restrictions attending the performance of this contract. Applicable drawings, technical specifications and contract documents should be thoroughly examined. The successful bidder shall in no way be relieved of any obligation due under the executed contract by the failure to examine any form of legal instrument or to visit the site.
22. **RISK OF LOSS AND CONDITION OF SITE** The City makes no representation and assumes no responsibility for the condition of the site or applicable structures on the site. The contractor shall accept the site and the contents thereon in the condition in which they are represented. Any damages or loss whatsoever while the contract is in effect (whether by reason of fire, theft, breakage or other happenings) shall not relieve the Contractor from any obligations under this contract. The Contractor shall store any materials on site as not to damage the materials and shall maintain such storage areas, as directed by the City, in hazard free condition.
23. **SUBCONTRACTORS** Nothing contained in the contract documents, shall create any contractual relationship between the City and any subcontractor or sub-subcontractor.
- Unless otherwise indicated, the successful contractor who will subcontract the delivery, installation, or portion of the work herein described will submit to the Project Manager, prior to the start of work, the following information: 1) A description of the items to be subcontracted, 2) the subcontractor name, address, and telephone number, and 3) the nature and extent of the work utilized during the life of the contract. Subcontractors shall be considered agents of the Contractor, who shall be held fully accountable for all of the subcontractor services, labor, and materials relative to the contract.
24. **BID BOND** Bids must be accompanied by a certified check or bid bond for five percent (5%) of the total amount of the bid, made payable to the Mayor and Council of Rockville. AIA Bond forms are acceptable. Bonds must be issued by a surety licensed to do business in the State of Maryland. Bid bonds will not be returned.
25. **EXECUTION OF AGREEMENT/BONDS** Subsequent to award and within fifteen (15) calendar days after the prescribed forms are presented to the Contractor, the Contractor shall execute and deliver to the City the required Agreement and Bonds.

Bonds shall be in effect during the original term of the contract and during the guarantee and warranty period required under the Contract, unless otherwise stated therein.

PERFORMANCE BOND The Contractor shall execute and deliver to the City the required Performance Bond for 100% of the bid amount.

PAYMENT BOND For a contract exceeding One Hundred Thousand Dollars (\$100,000) the payment bond shall be in an amount equal to 100% of the bid amount. For a contract exceeding Twenty-Five Thousand Dollars (\$25,000) but not exceeding One Hundred Thousand Dollars (\$100,000) the payment bond shall be in an amount equal to fifty percent (50%) of the bid amount. Bonds shall be executed by a surety company authorized to do business in the State of Maryland.

The successful bidder may request that in lieu of bonds, the City accept the equivalent in the form of a certified check or other security. Such requests will be accepted or rejected by the City Manager. If rejected, the successful bidder will be required to furnish the bonds or forfeit the bid bond.

Failure of the successful bidder to execute the agreement and supply the required forms within fifteen (15) calendar days shall constitute a default. The successful bidder shall forfeit to the City as liquidated damages for such failure or refusal an amount in cash equal to the security deposited with the bid.

The City may either award the contract to the next low responsive and responsible bidder or re-advertise the bids, and may charge against the original bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed. If a more favorable bid is received by a re-advertising, the defaulting bidder shall have no claim against the City for a refund.

26. **LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State, County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that affect the work to be done. The provisions of this contract shall be governed by the laws of the State of Maryland.
27. **INDEMNIFICATION OF THE COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the Contractor, or subcontractors or agents thereof.
28. **DELIVERY** Time is of the essence. The Contractor shall expedite the work and achieve substantial completion within the contract time. If time limits are not specified, state the number of days required to make delivery/completion in the space provided. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor, not

withstanding that such materials/workmanship have been previously overlooked and accepted.

29. **CHANGES IN QUANTITIES/ITEMS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion as given in the Bid or Proposal wherever it deems it advisable or necessary so to do and such changes shall in no way vitiate the contract nor affect the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity. The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items or services are being purchased

The Contractor will be paid for the actual amount of authorized work done or material furnished under any item of the bid at the price bid and stipulated for such item. In case any quantity is increased, the Contractor shall not be entitled to any increased compensation over and above the unit price bid for such item, or any claim for damages on account of loss of anticipated profits should any quantities be decreased. The Contractor shall be responsible for confirming the accuracy of the specified quantities prior to ordering materials or supplies and the City's payment shall be based on the actual quantities incorporated in the work and not the quantities specified in the bid document. The quantities must not exceed the Contract specified quantities without specific written authorization of the Project Manager and it is the Contractor's responsibility to obtain said authorization.

30. **MATERIALS** All materials shall be new and free from defects. They shall be standard products of current manufacture. Unless otherwise noted in the contract documents, the Contractor shall abide by specific manufacturer instructions and recommendations on installation and operation.
31. **BRAND NAME OR EQUAL** Identification of an item by manufacturer's name, trade or brand name, or catalog number is for information and establishment of a quality level desired and is not intended to restrict competition. Bidders may offer any brand which meets or exceeds the specification, unless 'brand name only' is specified. Bids on other makes and/or models will be considered provided the bidder clearly states on the proposal what is being proposed and forwards with the bid complete descriptive literature indicating how the characteristics of the article being offered will meet the specifications. The City reserves the right to accept or reject items offered as an equal.
32. **DEFECTIVE MATERIALS/WORKMANSHIP** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. If the work shall be found to be defective or to have been damaged before final acceptance, the Contractor shall make good such defect in a manner satisfactory to the City, without extra compensation even though said defect or injury may have not been due to any act or negligence of the Contractor.
33. **TIME OF BEGINNING AND COMPLETION** Unless otherwise stipulated in the bid document, the Contractor

shall begin work on the Contract within ten (10) working days after the mailing of a purchase order and shall diligently prosecute the same, so that it shall be fully completed within the time as stated in the contract. The Contractor shall not commence any work under the Contract until a written Purchase Order is received from the Purchasing Agent.

34. **FAILURE TO COMPLETE WORK ON TIME/ LIQUIDATED DAMAGES** The Contractor accepts this contract with the understanding and intention to perform fully and in an acceptable manner within the time stated. Should he fail to complete fully, to all intent and purpose, the work specified in the time specified, or within the time as it may have been extended by the City, the Contractor shall pay, for each calendar day that any work shall remain uncompleted, not including Sundays, the sum of \$400 per calendar day or such other amount as specified in the Special Provisions. This sum is hereby agreed upon, not as a penalty, but as liquidated damages and the City shall have the right to deduct the amount of such damages from any moneys due the Contractor under this Contract.

The City shall recover such Liquidated Damages by deducted the amount thereof out of any moneys due or that may become due the Contractor, and if said moneys are insufficient to cover said damages, then the Contractor or the Surety shall pay the amount due upon demand by the City.

35. **AUTHORITY OF THE CITY MANAGER IN DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to the City Purchasing Ordinance.
36. **CONTRACT DELAYS/EXTENSION OF TIME** The Contractor shall pursue the contract so as to complete all work within the time allotted in the bid document. The completion date as set in the bid document allows for inclement weather, holidays and coordination with other companies. If the Contractor is delayed in the delivery of the supplies, equipment or services by any act of neglect of the City or by a separate Contractor employed by the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension of time if warranted. All claims for extensions must be in written notice sent to the Project Manager within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of time of the delay the Contractor believes to have suffered. If written notice is not received within the prescribed time the claim shall be forfeited and invalidated.
37. **CONTRACT DELAYS - NO DAMAGE CLAIMS ACCEPTED** The Contractor shall make no claim for extra monetary compensation for delays, whether

ordered by the City or not, caused by delays in funding, governmental approvals, private or public companies' actions, inclement weather, site conditions, or from any cause whatsoever. The Contractor shall adjust its operation to continue the work at other locations under the contract, if available, and as directed by the City. If it is necessary to discontinue the work temporarily, the Contractor shall resume work within 48 hours of notice from the City. The City may adjust the completion date to compensate for the lost day(s) on a day-for-day basis, if the City finds that the Contractor could not make up for such lost day(s) by reallocating its forces or rescheduling the work, up to the time remaining on the original schedule at the time of shutdown.

38. PROGRESS SCHEDULE AND SCHEDULE OF OPERATIONS

The construction of this project will be planned and recorded with an Activities Chart Project Schedule (AC) and Written Narrative (WN) unless specifically determined to be unnecessary by the Project Manager. The AC Project Schedule and Written Narrative will break down, in detail, the time (working days or completion date) involved in performing major construction activities for the duration of the project. The AC Project Schedule shall be used for the coordination and monitoring of major work under the contract including the activities of subcontractors, vendors and suppliers. The AC Project Schedule shall be prepared in accordance with the requirements of the Maryland State Highway Administration Standard Specifications for Construction and Materials dated January 1982, and the errata and addend thereto, subsequent supplement(s) and the Special Provisions as set forth in this Invitation for Bids, unless otherwise directed or approved by the Project Manager. The schedule shall be consistent with the contract specified completion date(s) and/or working days. The Contractor is responsible for preparing the initial AC Project Schedule and Written Narrative.

Preparation of Initial Schedule - Within 10 calendar days after notification that the Contractor is the apparent successful bidder, the Contractor will complete development of a initial AC Project Schedule and Written Narrative (describing the logical time representations as proposed in the AC Project Schedule), and submit 2 (two) copies of each AC and WN to the Project Manager for review and approval.

Updating Project Schedule: At any time that it becomes apparent the schedule, created as above and approved by the Project Manager, is not being implemented, either because the work or service is ahead or behind schedule, the Contractor shall immediately notify the Project Manager and shall submit a revised, written, updated AC and WN for the Project Manager's review, revision and approval. The contractor shall make every effort to meet the original completion date and/or working days allowed unless otherwise so directed by the Project Manager.

Payment for Schedule AC/WN: No special compensation will be paid for preparing or revising the above project AC/WN as the cost shall be considered incidental to the contract with compensation incorporated into the bid items(s).

39. SPECIFICATIONS The Construction Specifications for this contract will be those shown below and additions included in the bid document, if applicable. In the event of conflict, the City determination shall govern. The

following specifications and standards, listed below, including all subsequent addenda, amendments and errata are made part of this contract to the extent required by the references thereto:

1. Maryland Department of Transportation, State Highway Administration, "Standard Specifications for Construction and Materials" (Maryland Department of Transportation, State Highway Administration), dated January 2008 and all errata and addenda thereto. MDSHA Book of Standards for Highway and Incidental Structures.
2. Montgomery County Department of Transportation "Montgomery County Road Construction Code and Standard Specifications."
3. Standard Specifications of WSSC dated July 2005.
4. Montgomery County Department of Transportation "Design Standards" August 1991.
5. Maryland Dept of the Environment "1994 Standards and Specifications Soil Erosion and Sediment Control"
6. The U. S. Department of Transportation, Federal Highway Administration, "Manual on Uniform Traffic Control Devices" latest edition.
7. Montgomery County Noise Ordinance.

40. CONTRACT DOCUMENTS The contract documents are complementary and what is required by any one shall be binding as if required by all. Words and abbreviations that have well known technical or trade meanings are used in the contract documents in accordance with such recognized meanings. On drawings, the figured dimensions shall govern in the case of discrepancy between the scales and figures. Anything shown on the construction plans and not mentioned in the specifications or mentioned in the specifications and not shown on the plans shall have the same effect as if shown or mentioned respectively in both.

Prior to bidding, the Contractor should obtain clarification of all questions which may have arisen as to intent of the contract document, or any actual conflict between items in the contract documents. Should the Contractor have fail to obtain such clarification, then the City may direct that the work proceed by any method indicated, specified or required, in the judgment of the City, by the contract documents. Such direction by the City shall not constitute the basis for a claim for extra costs by the Contractor. The Contractor acknowledges that he had the opportunity to request clarification prior to submitting his bid to the City and that he is not entitled to a claim for extra cost as a result of failure to receive such clarification.

Any discrepancies which may be discovered during the execution of work between actual conditions and those represented by the contract documents shall be reported to the City and work shall not proceed until written instruction has been received by the contractor from the City.

41. INTERPRETATION Any questions concerning terms, conditions and definitions of the contract and bidding regulations shall be directed in writing to the Contract Officer. Any questions concerning the technical specifications and drawings shall be directed in writing to the Project Manager. The submission of a bid shall be prima facie evidence that the bidder thoroughly understands the terms of the contract documents. The

Contractor shall take no advantage of any error or omission in these contract documents.

42. **PRE-CONSTRUCTION CONFERENCE** A pre-construction conference may be held following contract award. The meeting must be attended by the Contractor. No compensation will be made by the City to the Contractor for meetings.
43. **EMERGENCY CONTACT** The Contractor shall provide at least two local telephone numbers which may be used for contacting an official of the Contractor at all times, 24 hours per day, seven days per week: at which numbers person(s) of responsibility will be available to respond to City directives relative to the contract. The Contractor shall have available sufficient personnel and equipment to immediately respond to emergency needs, as determined by the City. There will be no special compensation paid for this requirement but the cost is to be considered incidental to the other contract pay items.
44. **SUPERVISION AND DIRECTION OF WORK** The work shall be under the general supervision of the Project Manager. While it is intended that the Contractor shall be allowed in general to carry on the contract in accordance with such general plan as may appear to the Contractor most desirable, the Project Manager, at the Project Manager's discretion, may from time to time, direct the order in which, and points at which, the work shall be prosecuted and may exercise such general control over the conduct of the work at a time or place, as shall be required, in the Project Manager's opinion, to safeguard the interests of the City, and the Contractor shall have no claims for damages or extra compensation on account of the fact that it shall have been necessary to carry on the work in different sequence from that which the Contractor may have contemplated. The Contractor shall immediately comply with any and all orders and instructions given by the Project Manager, but nothing herein contained shall be considered such an assumption of control over the work by the City or the Project Manager as to relieve the Contractor of any obligations or liabilities under the contract.
45. **INSPECTION** Work and materials will be inspected promptly to see that the same strictly correspond with the drawings and specifications, but if, for any reason, delay should occur in connection with such inspection, the Contractor shall have thereby no claim for damages or extra compensation. Materials and workmanship shall be always subject to the approval of the Project Manager, but no inspection, approval or acceptance of any part of the work or of the materials used therein, nor any payment on account thereof shall prevent the rejection of said materials or work at any time thereafter, should said work or materials be found to be defective or not in accordance with the requirements of the contract. Any costs for any "re-inspection" of the job shall be the responsibility of the contractor.
46. **TERMINATION FOR DEFAULT** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award made to next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices: provided, that the Contractor shall continue the performance of this

contract to the extent not terminated under the provisions of this clause.

47. **TERMINATION FOR CONVENIENCE** This Contract may be terminated, in whole or in part, upon written notice to the Contractor when the City determines that such termination is in its best interest. The termination is effective 10 days after the notice is issued, unless a different time is given in the notice. The City is liable only for payment for goods and services delivered and accepted or approved by the City prior to the effective date of the termination.
48. **EMPLOYEES** The Contractor shall employ only competent, skillful persons to do the work, and whenever the Project Manager shall notify the Contractor in writing that any person employed on the work is, in his opinion, incompetent, disobedient, disorderly, discourteous or otherwise unsatisfactory, such person shall be discharged from the work and shall not again be employed for this contract except with the consent of the Project Manager.
49. **NON-WORK DAY** The City observes the following holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Thanksgiving Friday and Christmas Day, all days of general and congressional elections throughout the State, and a five-day work week.

The Contractor will not be permitted to do any work which requires the services of the City's inspection, supervisory or line and grade forces on the days on which the above mentioned holidays are observed by the City or on Saturdays or Sundays, unless otherwise authorized by the Project Manager in writing. However, the Contractor, with verbal permission of the Project Manager, may be permitted to perform clean up and such other items for which no specific payment is involved on Saturdays and holidays.

The normal number of working hours per day on this Contract will be limited to eight, unless otherwise authorized by the Project Manager in writing.

In case of an emergency, which may require the services of the City on Saturdays, Sundays, holidays or longer than eight hours per day, the Contractor shall request permission of the Project Manager to work. If, in the opinion of the Project Manager the emergency is bona fide, he will grant permission to the Contractor to work such hours as may be necessary. Also, if in the opinion of the Project Manager, a bona fide emergency exists, the Project Manager may direct the Contractor to work such hours as may be necessary whether the Contractor requests permission to do so or not.

50. **LANGUAGE** The Contractor shall appoint one or more crewmembers or supervisors to act as liaison with the City and emergency services personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.

51. **IMMIGRATION REFORM AND CONTROL ACT** The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an

alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

52. **EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), ancestry, color, national origin, race, ethnicity, religion, disability, genetics, marital status, pregnancy, presence of children, gender, sexual orientation, gender identity or expression, or veteran status. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractors must also include the same nondiscrimination language in all subcontracts.

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts that subcontractors will not discriminate against any employee or applicant for employment in the manner described above, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

53. **ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager,

or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.

54. **DRAWINGS TO BE FOLLOWED** The approved drawings, profiles and cross sections on file with the City will show the location, details and dimensions of the work contemplated, which shall be performed in strict accordance therewith and in accordance with the specifications. Any deviations from the drawings or specifications as may be required by the exigencies of construction in all cases will be determined by the Project Manager. There shall be no such deviations without the written authorization of the Project Manager. On all drawings, etc., the figured dimensions shall govern in the case of discrepancy between the scales and figures. The Contractor shall take no advantage of any error or omission in the drawings or specifications. The Project Manager shall make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the specifications and of the drawings as construed by the Project Manager whose decision shall be final.
55. **CERTIFICATION** Under no circumstances will Contractors be paid for materials utilized on any City contract unless certified to by the Project Manager. The Contractor must not incorporate any materials into a City project without prior authorization and certification of the Project Manager, unless necessary to eliminate or avoid hazardous conditions. Under these emergency circumstances the responsibility for notification to the Project Manager and quantity/quality confirmation rests with the Contractor and must be obtained within 24 hours of the work.
56. **DECISIONS AND EXPLANATIONS BY PROJECT MANAGER** The Project Manager shall make all necessary explanations as to the meaning and intent of the specifications and drawings, and shall give all orders and directions, either contemplated therein or thereby, or in every case in which a difficult or unforeseen condition arises during the prosecution of the work. Should there be any discrepancies or should any misunderstanding arise as to the intent of anything contained in the drawings and specifications, the decision of the Project Manager shall be final and binding. The Project Manager shall in all cases determine the amount, quality, acceptability and estimates of the work to be paid for under the Contract, and shall decide all questions in relation to the work. In case any questions arise between parties relating to the Contract, such decision and estimate shall be a condition precedent to the right of the Contractor to receive payment under that part of the Contract which is in dispute.
57. **WORK TO BE DONE AND MATERIALS TO BE FURNISHED** The Contractor shall do all the work and furnish all the labor, materials, tools, and equipment necessary or proper for performing the work required by the Contract, in the manner called for by the drawings and specifications and within the Contract time. The Contractor shall complete the entire work together with such extra work as may be required, at the prices fixed therefore, to the satisfaction of the Project Manager and in accordance with the specifications and drawings.

58. **NOTIFICATION TO OTHER AGENCIES** The Contractor will be responsible for notifying all concerned agencies affected by the work a minimum of 48 hours in advance of any activity, as prescribed by said agencies, including, but not limited to: the Washington Gas, PEPCO, Verizon Comcast Cable, Transcontinental Gas, City of Rockville Utilities Division, Montgomery County Government, State Highway Administration and the Washington Suburban Sanitary Commission. The Contractor must notify MISS UTILITY at 1-800-257-7777 a minimum of 72 hours and no more than 5 working days prior to removal of any pavement or beginning any excavation. There shall be no measurement or direct payment to the Contractor for such notification, working around, the protection of, or repair of damage to such existing utilities caused by the proposed construction activities directly or indirectly.
59. **PERMITS AND REGULATIONS** Unless stipulated elsewhere in these specifications, the Contractor shall be responsible for obtaining and paying for all applicable permits. Where signatures of the City are required in connection with the obtaining of such permits, certificates, etc., the Contractor shall prepare the proper paperwork and present it to the City for signature. City of Rockville Permit fees shall be waived. If the Contractor ascertains at any time that any requirement of this contract is at variance with applicable laws, ordinances, regulations and/or building codes, notification to the Project Manager shall be made immediately and any necessary adjustment to the contract shall be made. Without proper notice to the Project Manager, the Contractor shall bear all costs arising from the performance of work the Contractor knows to be contrary to such laws, ordinances, etc.
60. **EXCAVATION** Unless specifically provided in the specifications, all trench and roadway excavation is hereby unclassified as to the character of materials. The lump sum or unit price, as specified, for or including excavation shall constitute full payment for removal and disposal of all materials, regardless of type, encountered in trenching and roadway excavation, within the limits of this Contract, as necessary and as shown to be removed on the Contract drawings and/or as directed by the Project Manager, except as otherwise provided for under this Contract. All bidders are hereby directed to familiarize themselves with all site conditions including subsurface and the proximity of adjacent features.
61. **SERVICE OF NOTICES** The mailing a written communication, notice or order, addressed to the Contractor at the business address filed with the City, or to his office at the site of the work shall be considered as sufficient service upon the Contractor of such communication, notice or order; and the date of said service shall be the date of such mailing. Written notice shall also be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.
62. **PATENT RIGHTS** Whenever any article, materials, equipment, process, composition, means, or things called for by these specifications is covered by letters of patent, the successful bidder must secure, before using or employing such article, material etc., the assent in

writing of the Owner or Licensee of such Letters of Patent and file the same with the City.

The said assent is to cover not only the use, employment, and incorporation of said article, material, equipment, process, composition, combination, means, or thing in the construction and completion of the work but also the permanent use of said article, material, etc., thereafter by or on behalf of the City, in the operation and maintenance of the project for the purposes for which it is intended or adapted. The Contractor shall be responsible for any claims made against the City, its agents and employees or any actual or alleged infringement of patents by the use of any such patented articles, etc., in the construction and completion of the work, and shall save harmless and indemnify the City, its agents and employees from all costs, expenses, and damages, including Solicitor's and Attorney's fees which the City may be obligated to pay by reason of any actual or alleged infringement of patents used in the construction and completion of the work herein specified.

63. **CARE AND PROTECTION OF WORK** From the commencement of the Contract until its completion, the Contractor shall be solely responsible for the care of the work and all injury or damage to the same, from whatever cause, shall be made good by the Contractor at the Contractor's own expense, before the final estimate is made. The Contractor shall provide suitable means of protection for all materials intended to be used in the work and for work in progress, as well as completed work.
64. **ABANDONMENT OF OR DELAY IN WORK** If the work under the Contract shall be abandoned by the Contractor, or if at any time the Project Manager shall be of the opinion and shall so certify, in writing, to the Contractor, that the performance of the Contract is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of the Contract or is executing the same in bad faith or if the work is not fully completed within the time specified for its completion, together with such extension of time as may have been granted, the City by written notice, may order the Contractor to discontinue all work there under, or any part thereof, within the number of days specified on such notice. At the expiration of said time the Contractor shall discontinue the work, or such part thereof, and the City shall have the power, by Contract, or otherwise, to complete said work and deduct the entire cost thereof from any monies due or to become due the Contractor under the Contract. For such completion of work the City may, for itself or its Contractor, take possession of and use or cause to be used any or all materials, tools, and equipment found on the site of said work. When any part of the Contract is being carried on by the City, as herein provided, the Contractor shall continue the remainder of the work in conformity with the terms of the Contract and in such manner as not to interfere with the City's workmen.
65. **SUBLETTING OR ASSIGNING OF CONTRACT** The City and the Contractor each bind themselves, their partners, successors, assigns and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract documents. Neither party to the contract shall sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein to any person, firm

or corporation without the written consent of the other party, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City.

66. **NO WAIVER OF CONTRACT** Neither the acceptance by the City or its Project Manager nor any order, measurement, certificate or payment of money, of the whole or any part of the work, nor any extension of time nor possession taken by the City or its Project Manager shall operate as a waiver of any portion of the Contract, or any right to damage therein provided. The failure of the City to strictly enforce any provision of this contract shall not be a waiver of any subsequent breach of the same or different nature.
67. **DUTIES, OBLIGATIONS, RIGHTS AND REMEDIES** The duties and obligations imposed by the contract documents and the rights and remedies available there under shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated.
68. **IMPLIED WORK** All incidental work required by the drawings or specifications for which no payment is specifically provided and any work or materials not therein specified which are required to complete the work and which may fairly be implied as included in the Contract, and which the Project Manager shall judge to be so included, shall be done or furnished by the Contractor without extra compensation. The intent is to prescribe a complete work or improvement which the Contractor undertakes to do in full compliance with the contract documents together with any authorized alterations, special provisions and supplemental agreements.
69. **MEASUREMENT OF WORK AND MATERIAL** The work and material to be paid for will be measured and determined by the Project Manager according to the specifications and drawings, and the working lines that may be given. No allowance will be made for any excess above the quantities required by the specifications, drawings and lines on any part of the work, except where such excess material has been supplied or work done by order of the Project Manager and in the absence of default or negligence on the part of the Contractor. Should the dimensions of any part of the work or of the materials be less than those required by the drawings or the directions of the Project Manager, only the actual quantities placed will be allowed in measurement.
70. **EXTRA COSTS** If the contractor claims that any instructions by the contract documents or otherwise involve extra compensation or extension of time, a written protest must be submitted to the Project Manager within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.
71. **CONTINGENT ITEMS & QUANTITIES** Items and quantities identified as being contingent are provided in the Contract for use when and as directed by the Project Manager. These items shown on the Plans or in the specifications are established for the purpose of obtaining a bid price. The quantities for these contingent items may be increased or decreased without any adjustment to the Contract unit price bid or the contingent items may be deleted entirely from the

Contract by the Project Manager without negotiation. The Contractor shall submit no claim against the City for any adjustment to the Contract unit price bid, should the contingent items be increased, decreased or eliminated entirely. Payment for any contingent items used will be made on the basis of the quantities as actually measured and as specified in the Specifications. Materials, Construction Requirements and Basis of Payment shall be as specified elsewhere in the Specifications, Plans or Special Provisions.

72. **CHANGES IN THE SCOPE OR EXTRA WORK** The City, without invalidating the contract, may issue written changes in the work consisting of additions, deletions, or modifications with the contract sum and completion date being adjusted accordingly. All such changes, or additional work must be authorized in writing by the Purchasing Agent prior to starting such work. Costs shall be limited to the cost of materials, labor, field supervision and field office personnel directly involved in and attributed to the change. All costs and/or credits to the City for a change in the work shall be determined by the unit price bid or by mutual agreement.

The Contractor shall do all work that may be required to complete the work contemplated at the unit prices bid or at a lump sum price to be mutually agreed upon.

The Contractor shall perform extra work, for which there is no quantity or price included in the Contract, whenever it is deemed necessary or desirable, to complete fully the work as contemplated, and such work shall be done in accordance with the specifications therefore, or in the best workmanlike manner as directed. Where such a price or sum cannot be agreed upon by both parties, or where this method of payment is impracticable, the Project Manager may order the Contractor to do such work on a force account basis, which will be paid for as follows.

73. **FORCE ACCOUNT WORK** When the Contractor is required to perform work as a result of additions or changes to the contract for which there are no applicable unit prices in the contract, the City and Contractor shall make every effort to come to an agreed upon price for the performance of such work. If an agreement cannot be reached, the City may require the Contractor to do such work on a force account basis to be compensated in accordance with the following:

H. **Labor.** For all labor and for foremen in direct charge of the specific operations the Contractor shall receive the actual wages for each and every hour that said labor and foremen are actually engaged in such work.

I. **Materials.** For materials accepted by the Project Manager and incorporated into the project, the Contractor shall receive the actual cost of such materials, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth). Excess materials delivered to the job site and not incorporated into the project will not be paid for and it is the Contractor's responsibility to remove said excess material from the job site.

J. **Equipment.** For any machinery or special equipment (other than small equipment tools, whether rented or owned), the use of which

has been authorized in writing, by the Project Manager the Contractor shall receive the rates agreed upon in writing before such work is begun which price shall include fuel, oil and miscellaneous necessities, or the Contractor shall receive those rates which may be specified elsewhere in the Special Provisions. For the purpose of definition, equipment with a new cost of \$1000 or less will be considered small tools and equipment.

- K. Materials and Supplies Not Incorporated in the Work.** For materials and supplies expended in the performance of the work (excluding those required for rented equipment) and approved by the Project Manager, the Contractor shall receive the actual cost of such materials and supplies used.
- L. Subcontractors.** The Contractor shall receive the actual cost of work performed by a subcontractor. Subcontractor's cost is to be determined as in A., B., C., and D. above, plus the fixed fee for overhead and profit allowance computed as in G.
- M. Superintendence.** No additional allowance shall be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided
- N. Contractor's Fixed Fee.** The procurement officer and the Contractor shall negotiate a fixed fee for force account work performed pursuant to this specification by his force and by his subcontractors. The City shall pay 10 percent of A as compensation for overhead and profit for the work performed. The Contractor shall proceed diligently with the performance of the force account work to completion. The Contractor's fixed fee shall include an amount equal to the sum of 65 percent of A, which shall include, but not be limited to the following:

(1) Compensation for all costs paid to, or in behalf of, workmen by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits that may be required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed in the work; and

(2) Bond premiums, property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions and Social Security taxes on the force account work.

In addition, the Contractor's fixed fee may include an amount not to exceed 10 percent of B, unless specifically authorized by the Project Manager in advance of the work; 5 percent of D, and 5 percent of E with the exception of that portion chargeable to equipment as defined above.

- H. Compensation.** The compensation as set forth above shall be received by the Contractor as payment in full for change order work done on a force account

basis. At the end of each day, the Contractor's representatives and the Project Manager, shall compare records of the cost of work as ordered on a force account basis. Differences shall be immediately resolved and any unresolved difference shall be brought to the attention of the Project Manager by written notice from the Contractor within two working days of the occurrence.

- I. Statements.** No payment will be made for work performed on a force account basis until the Contractor furnishes the Project Manager duplicate itemized statements of the cost of such force account work detailed as to the following:

(1) Name, classification, date, daily hours, total hours, rate, and extension for such workmen. Contractor shall provide certified payrolls

(2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment. Contractor shall provide original receipted invoices.

(3) Quantities of materials, prices and extensions. Contractor shall provide original receipted invoices.

(4) Transportation of materials. Contractor shall provide original receipted invoices.

If, however, the materials used in the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the original invoices the statements shall contain or be accompanied by an affidavit of the Contractor which shall certify that such materials were taken from his stock that the quantity claimed was actually used and that the price and transportation of the material as claimed represent actual cost. Any request for payment under this Section should be submitted in the order outlined by the above.

The Contractor shall be responsible for all damages resulting from work done on a force-account basis, the same as if this work had been included in the original Contract.

Work performed without previous written order by the Project Manager will not be paid.

- 74. ALLOWANCES** Whenever an allowance is mentioned in the specifications, then the contractor shall include in his contract sum the entire amount of such specified allowances. The expenditure of these allowances is to be at the Purchasing Manager's direction. However, the allowance expenditure is limited to items properly inferable from the title and description of the allowance. Unexpended balances are to be credited to the City. Compensation payable to the contractor for expenditure of allowances directed by the Purchasing Manager shall be based on the cost to the contractor as shown by actual invoices or receipts, and no additional overhead or profit shall be payable to the contractor for such allowances.

- 75. PROGRESS PAYMENTS AND RETAINAGE** The Contractor shall submit a detailed application for

payment on a monthly basis, preferable on an AIA G702 form. Such application for payment, notarized, if required, must be accompanied by supporting data and documents substantiating the Contractor's right to payment and reflecting a five percent (5%) retainage.

Applications for payment shall not include payment for equipment or materials delivered to the site but not installed or for materials or equipment properly stored off-site unless specifically approved by the Project Manager. If such approval is granted, the Contractor must submit with the application for payment, bills of sale or other such documentation satisfactory to the City to establish the City's title to such materials or equipment or otherwise to protect the City's interest, including applicable insurance and transportation to the site for materials and equipment stored off site. Such approvals are typically reserved for "big ticket" items that individually would exceed five percent (5%) of the bid total. The Contractor shall promptly pay each subcontractor and supplier for work completed upon receipt of payment from the City the amount to which said subcontractor is entitled, reflecting any percentage retained from payments to the Contractor on account of each subcontractors work. The Contractor shall, by an appropriate agreement with each subcontractor, require each subcontractor to make prompt payments to his subcontractors in a similar manner.

The City shall be under no obligation to pay or to see to the payment of any moneys to any subcontractor except as may otherwise be required by law.

No Certificate of Payment or partial or entire use of the facility by the City shall constitute an acceptance of any work which is not in accordance with the Contract Documents.

Payments Withheld – The City may decline to certify payment or because of subsequently discovered evidence or observations, nullify the whole or any part of any Certification of Payment previously issued, as may be necessary to protect the City from loss because of: (1) defective work not remedied, (2) third party claim filed or evidence indicating probable filing of such claim, (3) failure of the Contractor to make payments properly to subcontractors or suppliers, (4) reasonable evidence that the work can not be completed for the unpaid balance of the contract sum, (5) reasonable evidence that the work will not be completed within the Contract time, (6) persistent failure to carry out the work.

76. **FINAL PAYMENT REQUEST** Upon reaching substantial completion, as defined by receipt of occupancy permit or when all related punch list items have been completed, whichever date is later, the Contractor may submit a written Application for Final Payment. All supporting documentation and data shall be submitted with the Request for Final Payment as is applicable to the monthly Requests for Payment referenced heretofore.

Out of the amount representing the total of the final payment request the City shall deduct five (5%) percent, which shall be in addition to any and all other amounts which, under the Contract, it is entitled or required to retain and shall hold said sum for a period of one hundred and twenty (120) days after the date of acceptance of the work by the City.

Within thirty (30) days after the approval of the final payment request, the City will pay to the Contractor the amount remaining after deducting from the total amount of the final estimate all such sums as have hereto before been paid to the Contractor under the provision of the Contract and also such amounts as the City has or may be authorized under the Contract to reserve or retain.

Neither the final payment nor the remaining retainage shall become due until the Contractor submits to the Project Manager:

1. An affidavit that all payrolls, bills for materials and equipment and other indebtedness connected with the work for which the City or his property might in any way be responsible, have been paid.
2. Consent of surety to final payment, and
3. If requested, data establishing payment or satisfaction of obligations, such as receipt, release and waivers of liens arising out of the Contract;
4. All punch list items are completed to the satisfaction of the Project Manager.

If any subcontractor refuses to furnish a release or waiver of liens required by the City, the Contractor may furnish a bond satisfactory to the City to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney fees.

Acceptance by the Contractor of final payment shall operate as a release to the Mayor and Council and every officer and agent thereof, from all claims and liabilities to the Contractor for anything done or furnished or relating to the work under the contract.

77. **RELEASE OF RETAINAGE** Upon the expiration of the aforesaid period of one hundred and twenty (120) days succeeding the date of acceptance, the City will pay to the Contractor all sums reserved or retained, less such amount as it may be empowered under the provisions of the Contract to retain.
78. **GUARANTEES / WARRANTIES** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Project Manager before final payment is made. The Contractor guarantees that the items conform to the contract documents.
79. **GUARANTEE PERIOD** The Contractor shall warrant and guarantee the work required under this Contract for a period of twelve (12) months from the date of Final Acceptance, or as otherwise specified in the Technical Specifications. The Contractor warrants and guarantees to the City, that materials and equipment furnished under the Contract shall be of good quality and new unless otherwise required or permitted by the Contract Documents, that all work will be in accordance with the Contract Documents, and that all work will be of good quality, free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The Contractor's obligation to perform and complete the work in a workmanlike manner, free from faults and defects and in accordance with the Contract Documents shall be absolute. The Contractor shall remedy, at his own expense, and without additional cost to the Owner, all defects arising from either workmanship or materials, as determined by the City, or City's representative. The obligations of the Contractor under this Paragraph shall not include normal wear and tear under normal usage.

If the Contractor does not, within ten (10) days after notification from the Project Manager, signify his intention in writing or in action to correct work, as described above, then the Project Manager may proceed with the work and charge the cost thereof to the account of the Contract as herein before provided.

80. **Substantial Completion.** Sufficient completion of the project or the portion thereof to permit utilization of the project, or portion thereof for its intended purpose. Substantial completion requires not only that the work be sufficiently completed to permit utilization, but that the City can effectively utilize the substantially completed work. Determination of substantial completion is solely at the discretion of the City. Substantial completion does not mean complete in accordance with the contract nor shall substantial completion of all or any part of the project entitle the Contractor to acceptance under the contract.

At such time as the Contractor has completed the work and prior to requesting a final inspection, the Contractor shall make written request for an inspection for substantial completion. Such request shall be made no less than seven (7) calendar days prior to the requested date of inspection. An inspection will be made by the City and a determination will be made as to whether or not the work is in fact substantially complete and a "punch list" will be developed. "Punch Lists" containing numerous items or items which may affect the intended use of the work will be considered cause to delay issuance of a document of Substantial Completion. Operation and Maintenance manuals shall be submitted and approved prior to issuance of any document of Substantial Completion.

81. **TRANSFER OF TITLE** The Contractor warrants that title to all work, materials and equipment covered by the Application for Payment will pass to the City either by incorporation in construction or upon the receipt of payment by the Contractor, free and clear of all liens, claims, interests or encumbrances, and that no work, materials, or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any person performing the work at the site or furnishing materials or equipment for the project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other persons.
82. **USE OF PREMISES** Whenever, in the opinion of the Project Manager, any portion of the work is completed or is in an acceptable condition for use, it shall be used for the purpose it was intended, however, such use shall not be held as acceptance of that portion of the work, or as a waiver of any of the provisions of the Contract.

83. **DETERMINATION OF CITY'S LIABILITY** The acceptance by the Contractor of the final payment made as aforesaid shall operate as and be a release to the City and every officer and agent thereof, from all claims by and liabilities to the Contractor for anything done or furnished for or relating to or affecting the work under the contract.
84. **NO LIMITATION OF LIABILITY** The mention of any specific duty or liability of the Contractor in any part of the specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor.
85. **PRESERVATION OF MONUMENTS AND TREES** The Contractor shall be responsible for the preservation of all public and private property, trees, monuments, highway signs, markers, fences, and curbs or other appurtenances, and shall use every precaution to prevent damage or injury thereto. Any expense necessary to provide adequate protection, whether such designated item be on or off the right-of-way, shall be assumed by the Contractor.
86. **PUBLIC ACCESS** The Contractor shall at all times conduct the work in such a manner as to insure the least obstruction to traffic practicable. The convenience and safety of the general public and the residents along the improvement shall be provided for in an adequate and satisfactory manner. Fire hydrants shall be kept accessible to fire apparatus at all times. Handicap access shall remain accessible.
87. **HAZARDOUS AND TOXIC SUBSTANCES** Manufacturers and distributors are required by Federal "Hazard Communication" provision (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" law to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The Contractor must comply with these laws and must provide the City with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of services or contemporaneous with the delivery of goods.
88. **MAINTENANCE OF VEHICULAR TRAFFIC (if applicable)** Unless otherwise directed by the Project Manager, traffic must be maintained on all roadways within the construction area continuously or with the least amount of interruption during the construction period necessary to minimize accidents and accident severity and maintain safety while at the same time minimizing inconvenience to the traveling public and the Contractor. The Project Manager shall have the exclusive right to order a road to be closed or to remain open. No equipment will be stored or permitted to stand within the limits of the roadway right-of-way where traffic must be maintained. Any earth dropped on the surface of the existing road shall be removed immediately to avoid possible hazardous conditions. The Contractor shall prepare and submit a Traffic Control Plan (TCP) for the Project Manager's review, revision, and approval, at least ten days before beginning work, unless otherwise directed.

All Traffic Control Devices shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition (and all revisions). With the approved TCP implemented, the Contractor will be

permitted to work with the following provisions: All traffic lanes must be restored at the end of each day unless specifically authorized otherwise, in advance, by the Project Manager:

The City reserves the right to modify or expand on the methods of traffic control specified and to restrict working hours if, in the opinion of the Project Manager, the Contractor's operations are a detriment to traffic during rush hour periods.

Signs on fixed supports shall be mounted on two posts. Signs mounted on portable supports are suitable for temporary conditions. During periods of partial shutdown, or extended periods when no work is being performed, the Contractor shall remove or adequately cover all construction signs as directed by the Project Manager.

The Contractor shall be responsible for removing, storing, covering, and resetting all existing traffic signs and delineators that become inapplicable and will confuse traffic during the various stages of construction, the cost of which shall be included in the price for Maintenance of Traffic or in the absence of such a pay item it shall be accomplished at no additional compensation, as incidental to the contract. Any signs lost or damaged will be replaced by the Contractor at its expense.

The Contractor shall provide, maintain in new condition, and move when necessary or directed all traffic control devices used for the guidance and protection of vehicles.

The Contractor shall be responsible for providing the appropriate signs to reflect varying traffic patterns prior to the commencement of a new stage of construction.

Traffic must be safely maintained at all times throughout the entire length of the project. No additional compensation shall be paid to the contractor for traffic maintenance, even if the contract time exceeds the contractually specified completion date or working days.

When required lane shifts are implemented, existing painted lane markings no longer applicable shall be removed to the satisfaction of the Project Manager.

Temporary crash cushions are to be installed as shown on the Plans. Unless otherwise specified, sand containers shall be used. The crash cushions shall conform to Subsection 104.10 of the MDSHA Specifications.

Crash cushions shall be reset to reflect changing traffic patterns caused by different stages of Traffic Control. The crash cushions shall be reset at locations shown on the Plans or as directed by the Project Manager.

Should any of the sand container components be damaged during the resetting of the system or during the course of the project, the Contractor shall replace the damaged components at its own expense.

The Contractor shall have flaggers on this Project for the purpose of controlling traffic while maneuvering heavy equipment. This may require a temporary lane closure in any of the specified Traffic Control Phases. These temporary lane shutdowns shall be kept to a minimum and the normal traffic pattern for the Traffic Phase shall

be restored as quickly as possible. The Contractor shall comply with Section B-20 of the MUTCD regarding flagger signing.

Prior to stopping work each day the Contractor will be required to reshape all graded areas and eliminate all drop-offs not protected by barriers by filling with compacted stone at maximum of 8:1 slope.

All barriers and barricades shall be adequately illuminated at night, as specified herein, and all lights for this purpose shall be kept operative from sunset to sunrise.

No work shall be commenced in any stage of construction until the barriers and barricades for that stage, indicated on the Plans, or as specified by the Project Manager, are completely in place. The Contractor will be solely responsible for all accidents and damages to any persons and property resulting from its operations. Compliance with prescribed precautions contained herein or in the MDSHA Specifications or Manual On Uniform Traffic and Control shall not relieve the Contractor of its primary responsibility to take all necessary measures to protect and safeguard the work, nor relieve the Contractor from any responsibilities prescribed by GP-7 of the January 2001 MDSHA Standard Specifications for Construction and Materials.

The Contractor shall notify and obtain approval in writing from the Project Manager, at least 48 hours before changing any Traffic Control Phase.

Any construction materials or debris dropped on the roadway surface shall be removed immediately to avoid possible hazardous conditions.

Materials The Contractor shall provide, maintain in first class condition, replace and move when necessary or directed all materials, devices, flagging, etc., required to maintain traffic in accordance with the Traffic Control Plans or as directed by the Project Manager. Reference is made to the latest edition of the MUTCD, wherein all such items are fully described with regard to use, application, warranties, size, color, placement, etc., and wherein typical traffic control device layouts are shown, as all such devices and techniques planned for use on this project shall strictly conform to the Manual's request except as noted on the Plans.

When any of the following items have been established on the Plans or as directed by the Project Manager, the Specifications will be adhered to in accordance with the respective sections.

Lights, Warnings, Etc. - All banners and imitation barrels shall be adequately illuminated at night, and all lights for this purpose shall be kept operative from sunset to sunrise.

Steady burning warning lights shall be used to delineate channelization through and around obstructions in a construction or maintenance area, on detour curves, on lane closures, and in other similar conditions (MUTCD 6E-4, 6E-5). Flashing warning lights shall be the means for identifying a particular and individual hazard and shall not be used in sequence, in clusters, or for delineation (MUTCD: 6E-5, 6E-6).

Where noted on the plans the first two (2) warning signs shall include a "High Level Warning Device." In addition to the flags the signs shall also be equipped with a Type "B" High Intensity Flag Warning Light. This device must meet the requirements of MUTCD 6C-11 and 6E-5. The device shall be incidental to the Temporary Traffic Sign item if provided for, otherwise the costs shall be considered incidental and no special compensation will be paid.

Barriers: Temporary concrete barriers shall be installed on the roadway approaches as shown on the plans or as approved in writing.

Any permanent facilities damaged as a result of anchoring temporary concrete barriers (anchor holes, etc.) shall be repaired to the satisfaction of the Project Manager using an epoxy grout or other material as may be specified by the Project Manager. Epoxy grout shall consist of sand and epoxy, mixed by volume according to manufacturer's recommendations.

Method of Measurement and Basis of Payment: All work and materials required under the TCP not covered or specified as a pay item on the price proposal form will be included in the lump sum price bid for Maintenance of Traffic. In the absence of such an item the Contractor agrees that there will be no special compensation paid for maintenance of vehicular traffic as described above and the cost shall be considered incidental to the contract and compensated as part of other contract bid item(s).

89. **PARKING, STORAGE AND STAGING AREAS**

Parking, storage and staging areas for the Contractor's use during the Project must have prior approval of the Project Manager. All areas used for storage of equipment or material shall be restored to their original condition, immediately upon completion of the work. No additional compensation will be provided for restoring, re-grading, placement of topsoil, and seed and mulch in these areas.

90. **PEDESTRIAN TRAFFIC**

Pedestrians shall be safeguarded by the use of signs lights, barricades and barriers as shown on the traffic control plan and/or directed by the Project Manager. Pedestrian traffic shall be maintained at all times unless specifically authorized otherwise, in advance, by the Project Manager. The Contractor shall submit a pedestrian traffic safety plan in accordance with the MUTCD, incorporating safety measures and other provisions to fully implement the intent of this paragraph. All work and materials required to prepare and implement the pedestrian traffic safety plan shall be considered incidental to the contract and there shall be no special compensation paid for this item unless special pay items are included in the Price Proposal page. No additional compensation shall be paid for maintenance of vehicular and pedestrian traffic if for whatever reason the project time extends beyond the contract specified completion date or working days.

91. **HANDICAP ACCESS**

Where handicap access exists within the line of work under this contract it will be the contractor's responsibility to maintain said access during the life of this contract. This service is considered to be incidental to this contract and no special compensation will be paid for this service unless provided on the Price Proposal page.

92. **TOILET FACILITIES** Toilet facilities meeting MOSHA standards shall be provided at the job site for all projects exceeding \$100,000 in value and at all other job sites when directed by the City. No special compensation shall be paid unless specifically provided for in the Price Proposal page of this solicitation.

93. **STAKEOUT-CONSTRUCTION CONTROL** Survey construction control provided by the City shall be limited to the baseline with stations not over 100 feet, and the elevation of the top of each marked point. P.C.s, P.T.s, P.I.s, P.V.T.s, and at least one point on the tangent beyond the end of each curve will be staked. The Contractor shall request baseline stakeout a minimum of five days in advance of construction. Stakeout data other than stated above will be furnished by the construction Contractor per MDSHA Section 815 for structures, otherwise per WSSC specs. section 01000(H) and as described in detail below and in these specifications. The City's responsibility for stakeout for the entire project shall be limited to that data described above and this shall be provided only once. The Contractor shall preserve or otherwise ensure adequate survey controls exist throughout the life of the contract.

Surveys and stakeout shall be accomplished by the Contractor as outlined above and in conformance with WSSC specifications Section 01000-10-I I(H), entitled "Construction Stakeout By Contractor."

The provisions therein are primarily for pipeline stakeout. The Contractor's responsibilities under this contract are hereby expanded to include, in addition to pipeline stakeout, similar responsibilities for all phases of stakeout necessary to construct all facilities under this contract including but not limited to clearing and grubbing excavation, pavement, curbs and gutters, storm drainage pipes and facilities, culverts, structures, storm water management facilities, street lights, traffic signal conduits and components, noise walls, retaining walls, ditches and sediment control features.

The stakeout and survey record data shall be preserved and turned over to the City for filing following completion of specific components of work.

Method of Measurement and Payment Generally, stakeout shall be considered incidental to the contract and no special compensation shall be paid, unless a specific pay item is included in the contract Price Proposal page of this contract. Where payment is provided, progress payments for stakeout shall be made based on the percentage resulting from the price bid for stakeout divided by the total bid, multiplied by the monthly payment exclusive of the stakeout payment, except the final payment shall be adjusted as necessary to equal the total price bid for stakeout.

Grade Sheet by Contractor: Grade sheets showing hub and design elevations for roadway, water mains, drainage structures and piping, walks, lights, infiltration facilities clearing/grubbing, excavation, and related components will be provided by the construction Contractor at least 8 hours in advance of construction and will be subject to approval by the Project Manager. Stakeout for curb and gutter in all vertical and horizontal curves is to be at intervals of 25 feet or less unless otherwise specifically authorized by the Project

Manager. This work is considered incidental to the contract and no extra compensation will be paid.

94. **DEBRIS** Under no circumstance will any open fires be permitted within the City of Rockville. All debris will be removed and hauled from site (except when otherwise specifically authorized in the bid document) and disposed in accordance with Local, State and Federal laws in effect at the disposal site. No special compensation will be paid as all costs for off-site disposal shall be included in the applicable bid prices and considered incidental to the contract.
95. **CLEAN UP** In addition to any provisions regarding clean up in the bid document, clean up, including the restoration of areas of construction, shall proceed as quickly as is practicable. The period between construction and final clean up shall normally not exceed one week. If at any time during the course of the work the cleaning operation in any given area becomes delinquent in the opinion of the Project Manager he may order that construction be stopped until such cleaning is completed. Any such order shall not extend the Final Completion date under this contract. Unless otherwise indicated, all materials razed, demolished, or otherwise removed from the work site shall become the property of the Contractor and shall be disposed of legally and properly off site at his expense.

Upon Final Completion of the work and before acceptance and final payment shall be made, the Contractor shall clean and remove from the street, footways, lawns, and adjacent property, all surplus and discarded materials, rubbish and temporary structures, restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall leave the work area in a neat and presentable condition throughout the entire length of the project under contract.

If the Contractor fails to clean up at Final Completion of the work, the City may do so and the cost thereof shall be charged to the Contractor.

****END OF SECTION V****

SECTION VI: INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS REV2 (09/08)

Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary. The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work.

In no event may the insurance coverage be less than shown below. Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

MANDATORY REQUIREMENTS FOR INSURANCE

Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. Workers' Compensation 2. Employers' Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement signed and dated.
3. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.
4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. Form CA20 48 02 99 form to be both signed and dated.
5. Excess/Umbrella Liability	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
6. Professional Liability	Each Occurrence/Aggregate: \$1,000,000	

Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

ADDITIONAL INSURED

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under this contract. Additionally, The Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER

The Mayor and Council of Rockville
(Contract #, title) IFB #12-19, Rockville Swim and Fitness Center Locker Room and Lobby Renovations
City Hall
111 Maryland Avenue
Rockville, MD 20850

*******END OF SECTION VI*******

SECTION VII: BID SUBMITTAL INSTRUCTIONS

7.1 Required Submittals:

- A. To be considered for award, the following submittals must be included with your bid proposal at the time it is accepted by the Procurement Division.
- B. Your bid proposal package should include an original and one copy of the following, except the Bid Bond and Affidavits.
- C. The City may reject as non-responsive any bid proposal that does not include ALL of the following:

7.2 Bid Proposal Forms (Original + 1 Copy):

Complete the **Bid Proposal Forms**. You must include a unit price for each priced item. Extend the unit price by the quantity and write the number in the appropriate space. Complete all other spaces.

7.3 Temporary Access and Operations Concept Plan (Original + 1 Copy)

Refer to Section 1.10 for details.

7.4 5% Bid Bond (Original Only):

Attach a Bid Bond in the amount of 5% of the Total Bid Amount. Only the original shall be attached with the original Bid Proposal Form.

7.5 Affidavits (Original Only):

Complete and return one original of the following Affidavits with your Bid Proposal Form. Only the originals shall be attached with the original Bid Proposal Form.

**AFFIDAVIT OF QUALIFICATION TO CONTRACT WITH A PUBLIC BODY
NON—COLLUSION AFFIDAVIT**

7.6 Respondent's Questionnaire (Original + 1 Copy):

Complete ALL sections of the **Respondent's Questionnaire** and include the original and one copy with the Bid Proposal Form

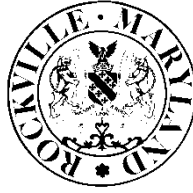
7.7 Exceptions (Original + 1 Copy):

- A. List and describe in detail any exception that you, as the Bidder, take concerning any requirement or item set forth in this IFB, specifications, or plans.
- B. Unless noted as an exception, you, the Bidder will be held responsible for providing each component or standard called for.

7.8 References (Original + 1 Copy):

- A. Using the format provided on the **BIDDER REFERENCE FORM**, submit at least five current references that can confirm your capacities and abilities to successfully complete this project with the required time.

*****END OF SECTION VII*****



**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND
SECTION VIII**

BID PROPOSAL FORMS

INVITATION FOR BID # 12-19

**Rockville Swim & Fitness Center:
Locker Room and Lobby Renovations**

THESE FORMS MUST BE COMPLETED, SIGNED AND
SUBMITTED IN ACCORDANCE WITH SECTION VII

In response to the advertisement by the City of Rockville inviting bids for the work and in conformance with the bid document on file in the Procurement Division of the City of Rockville, we hereby certify that we are the only person, or persons interested in this bid proposal as principals, and that an examination has been made of the work site, the specifications, the plans and the bid documents. We propose to furnish all necessary machinery, materials, equipment, tools, labor and other means of construction required to complete the project. Bidders must bid all items.

**BID PROPOSAL FORM
CITY OF ROCKVILLE
ROCKVILLE, MARYLAND
INVITATION FOR BID # 12-19
ROCKVILLE SWIM & FITNESS CENTER:
LOCKER ROOM AND LOBBY RENOVATIONS**

THESE FORMS MUST BE COMPLETED, SIGNED AND RETURNED IN ACCORDANCE WITH SECTION VII.

IN ACCORDANCE WITH ALL TERMS, SPECIFICATIONS AND REQUIREMENTS, WE PROPOSE TO FURNISH ALL LABOR, EQUIPMENT, MATERIALS AND SERVICES AND THE PERFORMANCE OF ALL WORK NECESSARY TO COMPLETE THE LOCKER ROOM AND LOBBY RENOVATION PROJECT. BIDDERS MUST BID ALL ITEMS.

	BID PRICING	
DIVISION	DESCRIPTION	COST
1	GENERAL REQUIREMENTS	\$ _____
1A	TEMPORARY FACILITIES & OPERATIONS	\$ _____
2	EXISTING CONDITIONS	\$ _____
3	CONCRETE	\$ _____
4	MASONRY	\$ _____
5	METALS	\$ _____
6	WOOD, PLASTICS, AND COMPOSITES	\$ _____
7	THERMAL AND MOISTURE PROTECTION	\$ _____
8	OPENINGS	\$ _____
9	FINISHES	\$ _____

NAME OF BIDDER _____

RETURN 1 Original + 1 Copy

10	SPECIALTIES	\$ _____
12	FURNISHINGS	\$ _____
13	SPECIAL CONSTRUCTION	\$ _____
21	FIRE SUPPRESSION	\$ _____
22	PLUMBING	\$ _____
23	HEATING, VENTILATING AND AIR CONDITIONING	\$ _____
26	ELECTRICAL	\$ _____
28	ELECTRONIC SAFETY AND SECURITY	\$ _____
31	EARTHWORK	\$ _____
32	EXTERIOR IMPROVEMENTS	\$ _____
33	UTILITIES	\$ _____
	GRAND TOTAL (Divisions 1+1A+2+3+4+5+6+7+8+9+10+12+13+21+22+23+26 +28+31+32+33)	

GRAND TOTAL BASE BID IN WORDS _____

_____ (\$ _____)

NAME OF BIDDER _____

RETURN 1 Original + 1 Copy

Note that Pricing for all Alternates shall be held firm for a period of six months after the Bid Opening date.

ALTERNATE BID #1 (DEDUCT):

REVISE LOCKER MATERIALS FROM SOLID PHENOLIC TO SOLID PLASTIC	\$ _____
---	-----------------

ALTERNATE BID #1 DEDUCT IN WORDS _____

(\$ _____)

ALTERNATE BID #2 (DEDUCT):

REVISE TOILET PARTITION, URINAL SCREEN, CHANGING STALL, AND SHOWER STALL MATERIALS FROM SOLID PHENOLIC TO SOLID PLASTIC	\$ _____
--	-----------------

ALTERNATE BID #2 DEDUCT IN WORDS _____

(\$ _____)

ALTERNATE BID #3 (DEDUCT):

REVISE CERAMIC WALL TILE TO EPOXY PAINT AS CALLED OUT IN THE CONTRACT DOCUMENTS	\$ _____
--	-----------------

ALTERNATE BID #3 DEDUCT IN WORDS _____

(\$ _____)

ALTERNATE BID #4 (ADDITIVE):

PROVIDE A SOLAR HOT WATER HEATING SYSTEM	\$ _____
---	-----------------

ALTERNATE BID #4 ADD IN WORDS _____

(\$ _____)

ALTERNATE BID #5 (ADDITIVE):

MILL AND OVERLAY EXISTING PARKING AREA AND PORTION OF ENTRANCE DRIVE AS INDICATED IN THE CONTRACT DOCUMENTS	\$ _____
--	-----------------

NAME OF BIDDER _____

RETURN 1 Original + 1 Copy

ALTERNATE BID #5 ADD IN WORDS _____

(\$ _____)

ALTERNATE BID #6 (DEDUCT):

REDUCE SCOPE OF OFFICE IMPROVEMENTS AT ADDITION	\$ _____
--	-----------------

ALTERNATE BID #6 DEDUCT IN WORDS _____

(\$ _____)

ALTERNATE BID #7 (DEDUCT):

REDUCE SCOPE OF HVAC IMPROVEMENTS IN THE BASEMENT	\$ _____
--	-----------------

ALTERNATE BID #7 DEDUCT IN WORDS _____

(\$ _____)

Bid Pricing for Unit Costs

Fixed, firm unit pricing for as needed services must be provided and shall become part of any subsequent contract:

No.	Description	Unit	Unit Cost
1	Earth Excavation – Machine	Cu. Yd.	\$
2	Earth Excavation - Hand	Cu. Yd	\$
3	Haul Excavated Material off site	Cu. Yd.	\$
4	Excavate and remove unsuitable material from site	Cu. Yd.	\$
5	Furnish, deliver, spread & compact imported fill material as specified in contract document	Cu. Yd.	\$
6	4” Nominal CMU wall as shown in wall type 1	Sq.ft.	\$
7	6” Nominal CMU wall as shown in wall type 2	Sq. ft.	\$
8	8” Nominal CMU wall as shown in wall type 3	Sq. ft.	\$

NAME OF BIDDER _____

RETURN 1 Original + 1 Copy

9	12" Nominal CMU wall as shown in wall type 4	Sq. ft.	\$
10	Interior Metal Stud Partition – 3 5/8" studs with 5/8" gypsum board each side as shown in wall type 5	Sq. ft.	\$
11	Paint sealer or primer plus two finish coats on gypsum board	Sq. ft.	\$
12	Paint sealer or primer plus two finish coats on CMU	Sq. ft.	\$
13	Prep and paint one finish coat over existing painted wall	Sq. ft.	\$
14	Fire Alarm Strobe: Provide 110-cd ceiling-mounted strobe and 50 Ln/Ft for fire alarm cabling in fire alarm rated MC cabling. Provide all programming and testing.	Per location	\$
15	Fire Alarm Speaker/Strobe Unit: Provide 110-cd wall-mounted strobe and horn device and 50 Ln/Ft of fire alarm cabling in fire alarm rated MC cabling. Provide all programming and testing.	Per location	\$
16	Fire Alarm Pull Station: Provide a manual fire alarm pull station complete with 50-feet of fire alarm wiring in fire alarm rated MC cabling. Include all testing and programming of device.	Each	
17	Exit Sign: Provide fixture Type X exit light and 5-feet of conduit and wire.	Each	\$
18	Light Switch: Provide 1P, 20A toggle switch, including box, cover plate, and 50-feet of conduit and wiring.	Each	\$
19	Three-Way Switch: Provide 3-way toggle switch including box, cover plate and 50 ft of conduit and wiring.	Each	
20	Ceiling mounted vacancy/occupancy sensor: provide ceiling mounted dual tech vacancy/occupancy sensor with 50' of wiring and power pack. Include all programming.	Each	\$
21	Wall mounted vacancy/occupancy sensor: provide wall mounted dual tech vacancy/occupancy sensor with 20' of wiring in 3/4" EMT conduit to ceiling space.	Each	\$
22	Furnish and install sod	Sq. Yd.	\$
23	Furnish, deliver, spread, and compact gravel base – #57 stone	Cu. Yd.	\$
24	Provision and installation of 4,500 psi concrete and associated accessories and base per detail 1/CS-501 for pedestrian sidewalks/slabs on grade	Cu. Yd.	\$

Bid Pricing for Unit Costs for Asbestos Containing Materials (ACM) and Lead Based paints (LBP)

Fixed, firm unit pricing for as needed services to remove the following asbestos containing materials (ACM) and Lead Based Paints (LBP) below must be provided and shall become part of any subsequent contract:

No.	Description	Unit	Unit Cost
-----	-------------	------	-----------

NAME OF BIDDER _____

RETURN 1 Original + 1 Copy

25	Pipe Insulation – glove bag	Linear Ft.	\$
26	Pipe Insulation – removal within containment	Linear Ft.	\$
27	Pipe tar wrap	Linear Ft.	\$
28	Panel Box	Each	\$
29	Transite Boards	Sq. Ft.	\$
30	Mechanical gaskets	Per Gasket	\$
31	Mechanical caulk	Linear Ft.	\$
32	Boiler/Tank gaskets	Each	\$
33	Boiler insulation	Sq. Ft.	\$
34	Tanks or vessels	Sq. Ft.	\$
35	Pipe flange gasket – various diameters	Per Flange	\$
36	Boiler brick	Sq. Ft.	\$
37	Flooring material and associated mastic/backing	Sq. Ft.	\$
38	Drywall/Joint compound	Sq. Ft.	\$
39	Wall grout	Sq. Ft.	\$
40	Plaster	Sq. Ft.	\$
41	Ceiling ACM	Sq. Ft.	\$
42	Wall ACM	Sq. Ft.	\$
43	Ceiling LPB	Sq. Ft.	\$
44	Wall LBP	Sq. Ft.	\$
45	Hazardous Materials Supervision	Per Hour	\$

UNIT PRICING

NAME OF BIDDER_____

RETURN 1 Original + 1 Copy

The City reserves the right to determine whether or not Unit Pricing is reasonable and competitive with open market rates. In the event the City determines any or all of the Unit Prices to be deemed non-competitive with open market rates, **the City reserves the right to disqualify the Bidder and the City's decision is final.**

Provide the name of the construction schedule format package Contractor will be using:

See **2.04 CONSTRUCTION SCHEDULE FORMAT** for more information.

CONTRACT DURATION AND LIQUIDATED DAMAGES

Contractor shall begin the project within ten (10) calendar days following issuance of a City of Rockville Purchase Order (Notice to Proceed). All work shall be completed within 365 consecutive calendar days. The time allotted for the work is of the essence.

Liquidated damages shall be assessed at Two Thousand Dollars (\$2,000.00) per day for each calendar day the work exceeds beyond the specified time allotted in addition to Additional Owner Expenses.

Confirm your ability to meet the above schedule. _____ YES _____ NO

The City of Rockville reserves the right to reject any or all bids, offer or proposals, to waive informalities, and to accept all or any part of any bid, offer proposal as they may deem to be in the best interest of the City of Rockville.

Contractor's Firm Fixed Price Proposal is valid for _____ days
[minimum 90 days].

The City of Rockville reserves the right to reject any or all bids, offer or proposals, to waive informalities, and to accept all or any part of any bid, offer proposal as they may deem to be in the best interest of the City of Rockville.

SUBMITTALS

1. Bid Proposal Forms in duplicate, Section VIII.
2. Bid Bond in the amount of 5% of the GRAND TOTAL.
3. **W-9 FORM REQUIRED**

I. Each bidder shall submit a completed W-9 form with their bid. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be down loaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf> .

ADDENDA

Addenda will be posted on the City's website (www.rockvillemd.gov). Plan holders are responsible for checking the City's website periodically for all addenda.

Acknowledgment is hereby made of the following Addenda (identified by number) received since the issuance of this bid:

Addendum # _____	Date _____	Addendum # _____	Date _____
Addendum # _____	Date _____	Addendum # _____	Date _____

NAME OF BIDDER _____

RETURN 1 Original + 1 Copy

EXCEPTIONS

All exceptions taken to the specifications contained in this document must be clearly indicated in the space provided below. Unless noted as an exception, the bidder will be held responsible for providing each component or standard called for.

The City Manager for the City of Rockville, Maryland retains the exclusive right to approve or reject any exception taken to the specifications contained in this bid. It is hereby agreed that if this bid is rejected due to an exception taken to a specification by the bidder, the rejection taken will be final and no further action may be taken.

Do you claim an exception to any specification to this bid? _____

THE BIDDER IS HEREBY NOTIFIED THAT THIS DOCUMENT SHALL BE SIGNED IN INK IN ORDER FOR THE BID TO BE ACCEPTED. BY SIGNING, THE BIDDER CERTIFIES THAT HE/SHE WILL COMPLY IN EVERY ASPECT WITH THESE SPECIFICATIONS.

The bid, if submitted by an individual, shall be signed by an individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation the same shall be signed by the President and attested by the Secretary or an Assistant Secretary. If not signed by the President as aforesaid, there must be attached a copy of that portion of the By-Laws, or a copy of a Board resolution, duly certified by the Secretary, showing the authority of the person so signing on behalf of the corporation. In lieu thereof, the corporation may file such evidence with the Administration, duly certified by the Secretary, together with a list of the names of those officers having authority to execute documents on behalf of the corporation, duly certified by the Secretary, which listing shall remain in full force and effect until such time as the Administration is advised in writing to the contrary. In any case where a bid is signed by an Attorney in Fact the same must be accompanied by a copy of the appointing document, duly certified.

NAME OF BIDDER _____

RETURN 1 Original + 1 Copy

IF AN INDIVIDUAL:

NAME: _____

Street and/or P.O. Box

City State Zip Code Fed ID or SSN

Signature (SEAL) Date

Print Signature

WITNESS: _____

Signature

Print Signature

IF A PARTNERSHIP:

NAME OF PARTNERSHIP: _____

Street and/or P.O. Box

City State Zip Code Fed ID or SSN

BY: _____ (SEAL) _____
Member Signature Date

Print Signature

TITLE: _____ WITNESS: _____

Signature

Print Signature

NAME OF BIDDER _____

RETURN 1 Original + 1 Copy

IF A CORPORATION:

NAME OF CORPORATION: _____

Street and/or P.O. Box

City

State

Zip Code

Fed ID or SSN

STATE OF INCORPORATION: _____

BY: _____ (SEAL) _____
Signature Date

Print Signature

TITLE: _____ WITNESS: _____
Secretary's Signature

Print Signature

CONTACT FOR ADMINISTRATION

NAME: _____

PHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

EMERGENCY SERVICE (24hr.) PHONE: _____

REMITTANCE ADDRESS (if different than above)

Street and/or P.O. Box

City

State Zip Code

NAME OF BIDDER _____

RETURN 1 Original + 1 Copy

AFFIDAVIT

I hereby affirm that: I am the _____ and the duly authorized representative of the firm of _____ whose address is _____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting. I further affirm:

AFFIDAVIT OF QUALIFICATION TO CONTRACT WITH A PUBLIC BODY

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

- (1) bribery, attempted bribery, or conspiracy to bribe.
- (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
- (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (4) a criminal violation of an anti-trust statute.
- (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
- (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]. _____

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

NON—COLLUSION AFFIDAVIT

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.

Signature and Title _____

NAME OF BIDDER _____

RETURN 1 Original + 1 Copy

RESPONDENT'S QUESTIONNAIRE

In order to be considered for award the bidder must complete in its entirety and submit with the bid. The bidder must answer all questions. If additional space is required, attach continuation sheets and clearly indicate the question being answered. The City reserves the right to verify any information contained within this report and to request additional information or clarification. The City reserves the right to reject the bid of a bidder who has previously failed to perform properly or to complete in a timely manner contracts of a similar nature, or if investigation shows the bidder unable to perform the requirements of the Contract or if the bidder fails to complete and submit the Respondent's Questionnaire in its entirety. If additional sheets are necessary please attach to this form and reference the applicable number.

Submitted by _____
Signature of Authorized Representative: _____
Name of Firm: _____
Address _____
Organized under the laws of State of: _____
DUNS #: _____

1. ORGANIZATION

- 1.1 How many years has your organization been in business as a Contractor?
- 1.2 How many years has your organization been in business under its present business name?
- 1.3 Under what **other** or former names has your organization operated?
- 1.4 If your organization is a corporation, answer the following:
- Date of incorporation:
- State of incorporation:
- President's name:
- Vice-president's name(s):
- Secretary's name:
- Treasurer's name:
- 1.5 If your organization is a partnership, answer the following:

Date of organization:

Type of partnership (if applicable):

NAME OF BIDDER _____

RETURN 1 Original + 1 Copy

Name(s) of general partner(s):

1.6 If your organization is individually owned, answer the following:

Date of organization:

Name of owner:

1.7 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces.

3.2 Has your organization ever failed to complete any work awarded to it? If yes, please provide details on a separate sheet.

3.3 Are there any judgment, claims, arbitration, proceedings or suits pending or outstanding against your organization or its officers?

3.4 Within the past five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? If yes, please provide details.

3.5 Within the last two years, has any owner of any project threatened to impose or imposed liquidated damages against your organization? If yes, provide details.

3.6 Within the last two years, has your organization constructed any projects where the date of substantial completion was more than 30 days after the contract completion date as determined by the contract and any changes orders? If yes, provide details.

3.7 Within the last 2 years, has your organization constructed any projects where the change orders exceeded 10% of the contract price? If yes, provide details.

3.8 State the total worth of work in progress and under contract:

3.9 State the average annual amount of construction work performed during the past five years:

NAME OF BIDDER_____

RETURN 1 Original + 1 Copy

4. FINANCIAL

4.1 State that you will provide a copy of your company's audited financial statements for the past two (2) years, if requested, by the City of Rockville.

4.2 Is your company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

4.3 Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

CERTIFICATION

The above statements are certified to be true and accurate.

BY: _____
Signature

Date

Print Signature/Title

NAME OF BIDDER _____

RETURN 1 Original + 1 Copy

CITY OF ROCKVILLE BIDDER REFERENCE FORM

The City of Rockville reserves the right to reject bids from any company not meeting the minimum qualifications. The Bidder shall be a competent and experienced contractor with an established reputation within the community performing the type of work required for this contract. The bidder shall have performed similar work for a minimum period of five (5) years. Indicate below a listing of five recent projects completed by your firm that can substantiate past work performance and experience in the type of work required for this contract. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request.

1. Company Name _____
Address: _____
Contact Person: _____ Current phone #: _____
Email Address: _____
Contract Amount: _____ Name of your project supervisor: _____
Scheduled completion date: _____ Percent complete: _____
Percent of work by own forces: _____ Actual completion date: _____
Description of Work Performed: _____

2. Company Name _____
Address: _____
Contact Person: _____ Current phone #: _____
Email Address: _____
Contract Amount: _____ Name of your project supervisor: _____
Scheduled completion date: _____ Percent complete: _____
Percent of work by own forces: _____ Actual completion date: _____
Description of Work Performed: _____

3. Company Name _____
Address: _____
Contact Person: _____ Current phone #: _____
Email Address: _____
Contract Amount: _____ Name of your project supervisor: _____
Scheduled completion date: _____ Percent complete: _____
Percent of work by own forces: _____ Actual completion date: _____
Description of Work Performed: _____

NAME OF BIDDER _____

RETURN 1 Original + 1 Copy

4. Company Name_____

Address:_____

Contact Person:_____ Current phone #:_____

Email Address:_____

Contract Amount:_____ Name of your project supervisor:_____

Scheduled completion date:_____ Percent complete: _____

Percent of work by own forces:_____ Actual completion date:_____

Description of Work Performed_____

5. Company Name_____

Address:_____

Contact Person:_____ Current phone #:_____

Email Address:_____

Contract Amount:_____ Name of your project supervisor:_____

Scheduled completion date:_____ Percent complete: _____

Percent of work by own forces:_____ Actual completion date:_____

Description of Work Performed_____



Contract Number	<i>Insert contract no.</i>
-----------------	----------------------------

STANDARD FORM OF AGREEMENT BETWEEN THE CITY OF ROCKVILLE
AND CONTRACTOR

This Agreement, made this *[insert day]* day of *[insert month, year]*, by and between THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND, hereinafter referred to as the "COUNCIL" and

(A) *[insert contractor's full legal name]* hereinafter referred to as the "CONTRACTOR".

WITNESSETH, that the CONTRACTOR and the COUNCIL for the consideration hereinafter named, agree as follows:

ARTICLE 1. The COUNCIL agrees to pay the CONTRACTOR for the performance of the contract the sum Of _____ dollars(\$ _____)

ARTICLE 2. The CONTRACTOR agrees to furnish performance and payment bonds in such form as shall be acceptable to the COUNCIL, where required in the invitation for bid or the request for quotation, or where required by Maryland Law.

ARTICLE 3. The CONTRACTOR agrees to furnish all of the machines, equipment, material, and/or labor described in the specifications entitled *[insert description]*.

ARTICLE 4. The COUNCIL may make any alterations, deviations, additions or omissions from the aforesaid specifications, which it may deem proper, without affecting or making void this contract; and in such cases the COUNCIL shall value or appraise such alterations and recommend the amount added to or deducted from the amount herein agreed to be paid to the CONTRACTOR for the excess or deficiency occasioned by such alterations. In case any alterations or deviations are made, such further time may be allowed for completion of the work, caused by such alterations or deviations as the purchasing agent or an appropriate department head of the City of Rockville shall decide to be reasonable.

ARTICLE 5. If the CONTRACTOR shall be adjudged bankrupt or if he shall make a general assignment for the benefit of its creditors, or if a Receiver shall be appointed on account of its insolvency, or if he shall persistently or repeatedly refuse or shall fail, except in case where extension of time is provided, to supply enough properly skilled workmen or proper materials or if he should fail to make prompt payment to subcontractors for materials or labor, or disregard law, ordinances or the instructions of the COUNCIL or otherwise be guilty of substantial violation of any provision of this Agreement, then the COUNCIL may, without prejudice to any other right or remedy, and after giving the CONTRACTOR reasonable notice, terminate the employment of the CONTRACTOR and take possession of the machines, equipment and material already delivered or in process of delivery.

ARTICLE 6. The CONTRACTOR and the COUNCIL agree that this Agreement, the Invitation for Bid or the request for quotation and all of the specifications therewith and all modifications thereof constitute the Contract, and that they are fully a part of the Contract as if hereto attached or herein repeated and that for themselves and each of them, their successors, personal representatives and assigns hereby agree to the performance of the covenants herein contained.

ARTICLE 7. The CONTRACTOR, with the execution of this Contract, makes assurance that all materials necessary for the completion of this project are now available to it or will be available so as not to cause delay in the time specified for completion, nor will there be any further expense to the COUNCIL by reason of any special expense imposed by its supplier or fabricator after this Contract is executed.

ARTICLE 8. The CONTRACTOR at all times shall observe and comply with all Federal and State Laws and local laws, ordinances and regulations in any manner affecting the conduct of the work; and all such other orders or decrees as exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority

over the work, and shall indemnify and save harmless the Mayor and Council and all of its officers, agents, and servants against any claim or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or decrees whether by itself or its employees.

ARTICLE 9. The CONTRACTOR shall indemnify and save harmless the Mayor and Council of Rockville, Maryland, and all its officers, agents and servants from all suits, actions and damages and costs, of every name and description to which the COUNCIL may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the CONTRACTOR, its servants or agents or to other cause.

ARTICLE 10. The CONTRACTOR will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), ancestry, color, national origin, race, ethnicity, religion, disability, genetics, marital status, pregnancy, presence of children, gender, sexual orientation, gender identity or expression, or veteran status. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractors must also include the same nondiscrimination language in all subcontracts.

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts that subcontractors will not discriminate against any employee or applicant for employment in the manner described above, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

IN WITNESS WHEREOF, the said insert contractor's full legal name and the COUNCIL have caused these presents to be signed and sealed.

For Corporations.

By signature: _____ *(Seal)

Printed Name: _____

Title: _____

Date: _____ 2018

(Either president or vice-president. If other person is authorized, authorization in form of corporate resolution must be attached.)

Witness: _____

Printed Name: _____

Title: _____

Date: _____ 2018

(Should be secretary or Asst. secretary.)

***Corporate seal must be impressed through name of person signing for corporation.**

For individuals or partnerships.
(Either owner or partner)

By signature: _____
Printed Name: _____
Title: _____
Date: _____ 2018

Witness: _____
Printed Name: _____
Title: _____
Date: _____ 2018

MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND

By: _____
Robert DiSpirito, City Manager

Date: _____

ATTEST

By: _____
Sara Taylor-Ferrell, City Clerk/Director of Council Operations

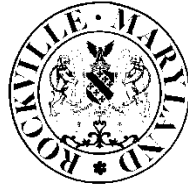
Date: _____

Approved as to form and legality:

City Attorney

Date: _____

NOTE (A): The CONTRACTOR shall enter the exact name of the business. An individual trading as a company shall enter: John Doe dba Doe Masonry Company.



CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____

_____ a (2) _____

hereinafter called "Principal" and (3) _____

_____ of _____, State of _____ hereinafter called the "Surety", are held and firmly bound unto (4) The Mayor and Council of Rockville, Maryland, hereinafter called "Owner", in the penal sum of *(100% of Contract Amount)* _____

_____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the ____ day of _____, 20_____, a copy of which is hereto attached and made a part hereof for the construction of: _____

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

CONTRACT PERFORMANCE BOND

PAGE 2

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IT WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

Principal

Corporate Secretary or Asst. Secretary

By _____ (Seal)

President or Vice President

(Print or Type Name and Title)

(Print or Type Name and Title)

(Address)

ATTEST:

Surety

Witness as to Surety

By _____ (Seal)

Attorney-in-Fact

(Print or Type Name and Title)

(Print or Type Name)

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract.

- (1) Correct name of Contractor
- (2) A Corporation, a Partnership or an Individual
- (3) Name of Surety
- (4) Name of Owner
- (5) If Contract is Partnership, all partners should execute bond



CONTRACT PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____
_____ a (2) _____
hereinafter called "Principal" and (3) _____
of _____, State of _____ hereinafter called the
"Surety", are held and firmly bound unto (4) The Mayor and Council, of Rockville, Maryland, hereinafter
called "Owner", in the penal sum of *(100% of Contract Amount)* _____
Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to
be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly
by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain
contract with the Owner, dated the _____ day of _____ 20____, a copy of which is hereto attached and
made a part hereof for the construction of: _____

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors,
and corporations furnishing materials for or performing labor in the prosecution of the work provided for in
such contract, and any authorized extension or modification thereof, including all amounts due for materials,
lubricants, oil, gasoline, coal, repairs on machinery, equipment and tools, consumed or used in connection
with the construction of such work, and all insurance premiums on said work, and for all labor, performed
in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain
in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no
change, extension of time, alteration or addition to the terms of the contract or to the work to be performed
thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond,
and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of
the contract or to the work or to the specifications

CONTRACT PAYMENT BOND

PAGE 2

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the ____ day of _____ 20__.

ATTEST:

Principal

Corporate Secretary or Asst. Secretary

(Print or Type Name and Title)

By _____ (Seal)
President or Vice President

(Print or Type Name and Title)

(Address)

ATTEST:

Surety

Witness as to Surety

(Print or Type Name and Title)

(Address)

By _____ (Seal)
Attorney-in-Fact

(Print or Type Name)

(Address)

NOTE: Date of Bond must not be prior to date of Contract.

- (1) Correct name of Contractor
- (2) A Corporation, a Partnership or an Individual
- (3) Name of Surety
- (4) Name of Owner
- (5) If Contract is Partnership, all partners should execute bond

APPENDIX A

Montgomery County Noise Ordinance

Notice to Contractors

The Montgomery County Council recently enacted a comprehensive revision to the County **Noise Control Ordinance** (Chapter 31B, Montgomery County Code), including **changes** to the provisions concerning **noise** from **construction activities**.

GENERAL ORDINANCE STANDARDS

(Non-construction related)

Maximum allowable sound levels, measured at the nearest **receiving property** line, are **65 dBA** (A-weighted decibels) during **daytime hours** and **55 dBA** during **nighttime hours**, for residential receiving properties (**67 dBA** **daytime** and **62 dBA** **nighttime** for non-residential receiving property). **Mixed Use Zones** are considered **residential**.

- **"Daytime"** means from **7 a.m. to 9 p.m. weekdays** and **9 a.m. to 9 p.m. weekends and holidays**.
- **"Nighttime"** means from **9 p.m. to 7 a.m. weekdays** and **9 p.m. to 9 a.m. weekends and holidays**.
- **"Receiving Property"** means any property **where people live or work** and **where noise is heard**.

CONSTRUCTION EXEMPTION AND STANDARDS

"Construction" means temporary activities directly associated with site preparation, assembly, erection, repair, alteration, or demolition of structures or roadways. **Construction Noise** levels must be measured on a **receiving property**, but no closer than 50' from the noise source.

From **7 a.m. to 5 p.m. Weekdays**, **Construction Noise Levels** must not exceed:

- **75 dBA** without a **"Noise Suppression Plan"**.
- **85 dBA** with a **"Noise Suppression Plan"**.
- **"Noise Suppression Plan"** means a written plan to use the most effective noise suppression equipment, materials, and methods appropriate and reasonably available for a particular type of construction.

At all **times other than 7 a.m. to 5 p.m. weekdays**, the general standards specified above must be met.

For example: Assuming a residential or mixed-use receiving property, construction noise levels from **5 p.m. to 9 p.m. weekdays** and from **9 a.m. to 9 p.m. weekends and holidays** must not exceed **65 dBA**. From 9 p.m. to 7 a.m. weekdays and 9 a.m. on weekends and holidays, the standard is **55 dBA** (this is unchanged from the previous ordinance). Construction activities are also subject to the **"Noise Disturbance"** provisions of the Ordinance. Examples of Noise Disturbances are delivering materials or equipment, or loading or unloading in a residential area, or operating construction equipment with audible back-up warning devices during Nighttime Hours.

Summary - Construction Noise

Measured at nearest receiving property, but no closer than 50' from the noise source.

Weekdays (Monday - Friday), **7 a.m. to 5 p.m.**

Without Suppression Plan: **75 dBA**

With Suppression Plan: **85 dBA**

5 p.m. to 9 p.m.: **65 dBA**

9 p.m. to 7 a.m.: **55 dBA**

Saturday, Sunday, Holidays

9 a.m. to 9 p.m.: **65 dBA**

9 p.m. to 9 a.m.: **55 dBA**

In the majority of circumstances in the County, the Receiving Property will be considered residential. In cases where the nearest receiving properties are non-residential, the standards will be 67 dBA/Daytime and 62 dBA/Nighttime, except from 7 a.m. to 5 p.m. weekdays, when the higher construction exemption prevails.

While a **Noise Disturbance**, as defined by the Ordinance, could conceivably occur at any time, it is most likely to happen during the **Nighttime Hours**. The most common complaint involves back-up beepers, and can be avoided by employing lawful alternatives to audible devices.

The Department of Environmental Protection is currently developing Regulations for Noise Suppression Plans, as required by the revised Ordinance. In general, such plans will involve equipment selection and maintenance, scheduling and reasonable care in planning and conducting operations. Often, noise suppression measures can be fabricated on-site using materials at hand.

As a point of reference, two persons, speaking in normal tones of voice at a distance of three feet, will generate about 63 dBA between them. Therefore, normal, fully intelligible conversation would be possible at the receiving property line of a site generating 65 dBA or less. By comparison, for normal, intelligible speech at a distance of about ten feet between speakers, the background sound would have to be 55 dBA or less.

Most equipment manufacturers, and especially those who produce or market in Europe or Asia, will have detailed noise performance specifications for their products. Many also provide silencing packages, both design and retrofit.

Copies of the revised Ordinance will be mailed upon request. If there are any questions or comments, please do not hesitate to contact the [Office of Environmental Policy and Compliance](#) at 240-777-7770.



Swim and Fitness Center Locker Rooms Renovation (RK16)



Description: This project funds major improvements to the Swim and Fitness Center's indoor locker rooms and lobby area, including a renovation and expansion to meet current and future capacity, ADA compliance, and modernization of design and amenities.

Changes from Previous Year: Anticipated construction costs have increased compared to the prior year's budget based on design progression (70 percent), and confirmed through a value engineering study. Construction contingency increased from 10 percent of anticipated construction costs to 20 percent.

Current Project Appropriations

Prior Appropriations:	3,649,500
Less Expended as of 4/20/18:	272,745
Total Carryover:	3,376,755
New Funding:	3,445,500
Total FY 2019 Appropriations:	6,822,255

Critical Success Factor: Stewardship of Infrastructure and Env.

Mandate/Plan: PROS Plan; ADA; Montgomery County Manual on Swimming Pool Construction; 2015 Aquatic Facility Audit and Recommendations for Enhancements

Anticipated Project Outcome: Expansion and ADA compliant renovation of indoor locker rooms and lobby to better serve current and future customer needs and volume.

Project Timeline and Total Cost by Type: Estimated construction start date shifted to FY 2019; completion shifted to FY 2020 to allow more time for a design and value engineering process.

Type	Estimated Start		Estimated Completion		Estimated Cost			
	Original	Current	Original	Current	Original	Current	\$ Change	% Change
Planning / Design	FY 2017	FY 2017	FY 2018	FY 2018	579,500	579,500	-	-
Construction	FY 2017	FY 2019	FY 2018	FY 2020	2,970,000	6,415,500	3,445,500	116%
Other (contract mgmt.)	FY 2017	FY 2019	FY 2018	FY 2020	100,000	100,000	-	-
Project Total (\$):					3,649,500	7,095,000	3,445,500	94%

Project Funding: This project is fully funded. The City received State bond bill funding and a Parks and Open Space grant for a portion of this project.

Source	Prior	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	Future	Total
Paygo (Cap)	-	2,869,623	-	-	-	-	-	2,869,623
Bonds (Cap)	3,549,500	-	-	-	-	-	-	3,549,500
Grants (Cap)	-	575,877	-	-	-	-	-	575,877
State Bond Bill (Other-Cap)	100,000	-	-	-	-	-	-	100,000
Total Funded (\$)	3,649,500	3,445,500	-	-	-	-	-	7,095,000
Unfunded (Cap)	-	-	-	-	-	-	-	-
Total w/Unfunded (\$)	3,649,500	3,445,500	-	-	-	-	-	7,095,000

Operating Cost Impact: There will be one-time impacts to the revenue and expenditure budgets during the construction period beginning in FY 2019. Identified below are the estimated ongoing utility, custodial, stormwater management (SWM) fees, and SWM maintenance fees that would begin in Spring FY 2020, with additional funding added in FY 2021 to cover the full year.

Fund	Prior	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	Future	Total
General	-	-	48,600	100,000	-	-	-	148,600

Project Manager: Adam Goldstein, Swim and Fitness Center Superintendent, 240-314-8752.

Notes: This project first appeared in the FY 2016 CIP. FY 2019 work includes construction of the project. In accordance with the "Incorporation of Works of Art in Public Architecture" ordinance, the General Fund will contribute \$34,460 to the Art in Public Architecture program in FY 2019.



October 5, 2017

Chris Henry, Deputy Director
City of Rockville
Parks and Recreation
111 Maryland Avenue
Rockville, MD 20850

Plan Review for Rockville Swim and Fitness Center

Dear Chris:

Thanks for the opportunity to review the plans for the Rockville Swim and Fitness Center. The plans were reviewed by Shelley Zuniga and Tanya Scheibe. Shelley is our Vice President, a Certified Access Specialist (CASP), and a Certified ADA Coordinator. Tanya, our project manager, has a degree in architecture and is a Registered Accessibility Specialist. Their work was also reviewed by me. The following are our remarks.

Parking

The City must ensure contractors are aware that slopes in the accessible stalls and aisles must be 2% or less in any direction. The City should **establish protocols** for monitoring these slopes to ensure they remain compliant over time.

Detail 10 on sheet CS-501 shows the typical stall width but does not show the required minimum widths for the accessible stalls and access aisles. A standard accessible stall must be a minimum of 8' wide with a minimum 5' access aisle. This aisle can be shared with another parking stall.

For van stalls, the widths must be either an 8' minimum stall with an 8' minimum access aisle, or an 11' minimum stall with a 5' minimum access aisle. While these appear to be shown properly on sheet CS101, the City must make contractors aware of these requirements.

The number of accessible stalls is scoped based on the number of total stalls. The City must ensure that these four stalls, combined with any other accessible stalls for the site, will meet the scoping requirements found in table 208.2 of the 2010 Standards for Accessible Design.

Exterior Accessible Route (EAR)

Limited information is available from the plans about the EAR. The City should make contractors aware of all requirements for the accessible route. As a reminder, these requirements include, but are not limited to:

ONE SOURCE. INFINITE SOLUTIONS.

ACCESSIBILITY CONSULTANTS | CIVIL ENGINEERING | STRUCTURAL ENGINEERING
MECHANICAL/ELECTRICAL/PLUMBING ENGINEERING | LAND SURVEYING
TELECOMMUNICATION DESIGN | CONSTRUCTION | AQUATIC DESIGN | PROGRAM MANAGEMENT

Chris Henry
 Rockville Swim and Fitness Center
 October 5, 2017 page 2

- maximum cross slope of 2.08%;
- maximum running slope of 5%;
- maximum .25" changes in level and .5" gaps; and
- a surface that is firm, stable, and slip resistant.

The **curb ramps** must also be compliant. The City should make contractors aware of all requirements for any additional curb ramps installed throughout the site. As a reminder, these requirements include, but are not limited to:

- running slopes not to exceed 8.33%
- level landings, and
- side flares not to exceed 10%.

The ramp shown close to the building entry appears to be a parallel style ramp, with a turning space or landing at the level of the loading zone and ramps that extend in line with the sidewalk. Details for compliant parallel ramps can be found in the PROWAG guidance at sections R304.3 and R304.5.

Although not required within a site, we recommend the use of detectable warning at curb ramps and any other point where the walkway meets with the vehicular way.

The City should make contractors aware of the requirements for a **passenger loading zone**. The zone shall be identified with appropriate signage, shall 96" wide, 20' long, and shall provide vertical clearance of 114". The passenger loading zone access aisle shall be 60" wide, level with the vehicle pull-up area, clear of the vehicular way, and marked. The slope of both the loading zone and access aisle shall be no more than 2.08% in any direction.

Signage

The signage details shown should be compliant for rooms and restrooms. With a maximum height of 60", it is likely that all signage will meet the requirement for the bottom of the lowest character a minimum of 48" aff and the bottom of the highest character a maximum of 60" aff. The City must ensure that this is met for all of the signs installed.

The City must also ensure that appropriate signage is provided for accessible means of egress and emergency exit routes. Exit signs must contain visual, tactile, and Braille lettering.

We often see only **overhead illuminated** exit signs; these signs are **not** compliant. Be sure the City calls this issue to the attention of the contractors.

Chris Henry
 Rockville Swim and Fitness Center
 October 5, 2017 page 3

Rooms/Interior Accessible Route

Limited information is available from the plans. The City should make contractors aware of requirements for a 36" access aisle, 60" turning space, and 80" overhead clearance *in each room*. In particular, there are several bulkheads in the locker rooms. There must be a minimum of 80" of overhead clearance at these bulkheads or any other items that may be suspended from the ceiling.

Operable parts shall be usable without a tight pinch or grasp, mounted within reach range of 15" at the low end to 48" at the high end, and have **clear floor space** around the object. The objects may protrude into the general circulation path a maximum of 4".

Some installation instructions from the cut sheets indicate 54" maximum reach range height, **which is incorrect for installation of new items**.

Restrooms

There are many details involved in achieving a compliant restroom. Many things will be correct when installed as described in the plans. There are a few items where more detail is needed.

Any exposed pipes under the **accessible sinks** shall be covered with insulation. The **accessible stall** shall be a minimum of 60" wide and 59" deep for a floor-mounted toilet (56" deep for a wall-mounted toilet).

The **accessible stall door** shall have a minimum of 32" clear width when open to 90 degrees, have compliant hardware on both sides, open outward, and be self-closing. The stall door shall be mounted in the location furthest from the toilet, and be no more than 4" from the adjacent wall or partition.

Restrooms with six or more toilets, or restrooms with a combination of toilets and urinals of six or more, must also include an **ambulatory stall**. This is shown in the women's restroom, but not in the men's restroom. **It must be added to the men's restroom.**

The plans do not include details for the stall. Ambulatory stalls must be 35" to 37" wide and 60" deep minimum. They must include grab bars on each side of the stall, with the same requirements of the side wall grab bar in the accessible stall. The centerline of the toilet must be between 17" and 19" from each of the side walls. The minimum 32" wide stall door must swing out and must be self-closing.

The **slopes** in the restrooms and locker rooms must not exceed 5% in the running direction and 2.08% in the cross direction. It is common to see these slopes exceed the allowable to facilitate drainage. The City and its contractors must take extra care when accounting for drainage.

Lockers and Benches

In each locker room and in the hall, a minimum of 5% of the **lockers** must be accessible. Typically, the double stack style lockers fail to provide storage elements within reach range of 15" to 48". The lower lockers typically have a shelf below 15" and the upper lockers typically have hooks above 48". As shown in the elevations, it appears that the lower lockers will comply.

Chris Henry
 Rockville Swim and Fitness Center
 October 5, 2017 page 4

In both locker rooms, the City has a choice. The City can make the compliant lockers be 5% of each size of locker. In the alternative, the City can make 5% of the total number of lockers accessible, using only the taller lockers. Currently, only the smaller sized lockers are shown as accessible. Designating only the smaller lockers does **not** provide the equal or greater options for storage that other patrons have. For both types, storage features must be provided within reach range as described above.

Locker hardware must be operable without a tight pinch or grasp. It is unclear what type of hardware is provided on these lockers.

The new accessible benches are a compliant depth and are shown mounted at the correct height. They are also shown with proper clear floor space. The City must ensure the benches are a minimum of 42" long. As to location, the benches must serve the accessible lockers. There is no technical detail requiring the benches to be within a certain number of feet of the accessible lockers. If different lockers are designated as accessible, the City must locate the benches as close to the accessible lockers as is achievable.

Showers

Each type of **accessible shower** has a different set of requirements. This site contains each of the three types and the plans currently do not show some of the significant details for each type. In addition to the notes below, we recommend the City and contractors reference section 608 of the 2010 Standards for Accessible Design for further details and helpful diagrams.

The **transfer shower** in the lifeguard room will be the correct dimensions, an absolute 36" wide and 36" deep. The seat and grab bars will be in the correct location, and the clear floor space required outside of the shower will also comply. ***We do note an error in the seat location diagram stating that the dimension from the back wall is a minimum of 1.5", and this is actually a maximum of 1.5".***

The elevation diagram of the shower shows the seat located adjacent to the control wall. ***That does not comply.*** The controls in this shower must be mounted on the wall ***opposite*** the seat wall, above the grab bar, maximum 48", and be located a maximum of 15" from the centerline of the seat to the shower opening. In the plans and elevations, the shower head is shown closer to the back wall and ***this will not comply.***

The plans show two **standard roll-in showers** in the family restrooms. Limited details are shown for these showers, however, this style is the most flexible with requirements for minimum width and depth dimensions and minimum clear floor space dimensions. Grab bars must be provided on all three walls, as shown. The controls can be located on any wall, as long as no seat is provided. If a seat is provided, it must be on one of the side walls and the controls must be adjacent to the seat wall, at a maximum of 27" from the seat wall. These showers will likely comply as shown, however, we recommend additional details be added, per 2010 Standards section 608.

There are four **alternate roll-in showers**, two in the men's locker room, and two in the women's locker room. Limited details are provided in the plans. ***From what is shown, these will not comply.*** This shower type has an absolute width of 36" and a minimum depth of 60". The opening to enter this type of shower must be a minimum of 36". These are shown with a width of 42" (6" too much) in the men's and 48" (12" too much) in the women's.

Chris Henry
Rockville Swim and Fitness Center
October 5, 2017 page 5

If no seat is provided, the controls must be on the side wall farthest from the compartment entry. The controls are currently shown on the back wall, ***and that does not comply.***

These showers will need the most attention to achieve compliance. One option is to reduce the width of the compartment to the compliant 36" and either relocate the controls or add a seat. Another option is to remove the partition at the shower entry and change these to standard roll-in showers, adding grab bars and a curtained entry for privacy. The City and contractors are urged to explore these and other options to decide how to correct these issues.

There are pool deck showers noted as an alternate. If shower controls are installed for use at the pool deck, at least one shall have a fixed shower head at a maximum of 48" or a handheld shower control on a 59" long hose, mounted a maximum of 48". Shower controls must not exceed 48".

Conclusion

That concludes our remarks. If there are questions, or you would like us to review additional plans as they become available, please contact us.

Sincerely,



John N. McGovern, J.D.
President

JNM/ROCKVILLE SWIM AND FITNESS PLAN REVIEW 201701



May 22, 2018

Chris Henry, Deputy Director
City of Rockville Parks and Recreation
111 Maryland Avenue
Rockville, MD 20850

Plan Review for Rockville Swim and Fitness Center: 100% Review

Dear Chris:

Thanks for the opportunity to review the revised plans for Rockville Swim and Fitness Center. The plans were reviewed by Tanya Scheibe. Tanya, our Project Manager, has a degree in architecture and is a Registered Accessibility Specialist. Her work was also reviewed by me. The following are our remarks.

Parking

The City must ensure contractors are aware that slopes in the accessible stalls and aisles must be 2% or less in any direction. We did not observe this requirement called out on the plans or in the specifications. The City should ***establish protocols*** for monitoring these slopes to ensure they remain compliant over time.

The number of accessible stalls is scoped based on the number of total stalls. The City must ensure that these four stalls, combined with any other accessible stalls for the site, will meet the scoping requirements found in table 208.2 of the 2010 Standards for Accessible Design.

Exterior Accessible Route (EAR)

Limited information is available from the plans about the EAR. The City should make contractors aware of all requirements for the accessible route. As a reminder, these requirements include, but are not limited to:

- maximum cross slope of 2.08%;
- maximum running slope of 5%;
- maximum .25" changes in level;
- and maximum .5" gaps.

The City should make contractors aware of the requirements for a ***passenger loading zone***. The zone shall be identified with appropriate signage. The slope of both the loading zone and access aisle shall be no more than 2.08% in any direction. The plans

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identify the zone with appropriate striping, but have no details showing compliance with the slope requirements. ***We recommend adding requirements for cross and running slopes, changes in level, and gaps, as identified above, to the plan.***

Signage

The signage details shown should be compliant for rooms and restrooms. With a maximum height of 60", it is likely that all signage will meet the requirement for the bottom of the lowest character a minimum of 48" aff and the bottom of the highest character a maximum of 60" aff. The City must ensure that this is met for all of the signs installed.

Rooms/Interior Accessible Route

Limited information is available from the plans. The City should make contractors aware of requirements for a 36" access aisle and 60" turning space ***in each room.***

Operable parts shall be usable without a tight pinch or grasp, mounted within reach range of 15" at the low end to 48" at the high end, and have ***clear floor space*** around the object. The objects may protrude into the general circulation path a maximum of 4".

Restrooms

Most items in the restrooms have been corrected or clarified. We still recommend consideration to slopes within the restrooms and locker rooms.

The ***slopes*** in the restrooms and locker rooms must not exceed 5% in the running direction and 2.08% in the cross direction. It is common to see these slopes exceed the allowable to facilitate drainage.

The City and its contractors must take extra care when accounting for drainage so that a 36" wide accessible route is still present.

Lockers and Benches

Significant improvements have been made to the lockers and benches, and we have no further recommendations here.

Showers

The plans for the many accessible showers throughout the site have been improved, however, there are a couple items to note.

In one of the showers in the men's locker room, the note still calls it an alternate roll in style, which is no longer correct. This shower, as well as the others within the locker rooms have now changed to comply with standard roll in shower requirements. ***Delete*** the word "***alternate***" from the plan.

In these newly reconfigured showers, the grab bar from the wall opposite the seat is not shown. The roll in style with a seat requires a grab bar on the wall adjacent to the seat and on the wall opposite the seat. ***Change the plan to require a grab bar on the wall adjacent to the seat and on the wall opposite the seat.***

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Conclusion

That concludes our remarks. If there are questions, or you would like us to review additional plans as they become available, please contact us.

Sincerely,

A handwritten signature in dark ink, appearing to read 'JN McGovern', is positioned below the word 'Sincerely,'.

John N. McGovern, J.D.
Partner, Practice Leader
WT Group Accessibility Practice

JNM/ROCKVILLE SWIM AND FITNESS PLAN REVIEW 201801



WATER AND SEWER NOTES

November 2016

1. All water and sewer construction shall be in accordance with the latest General Specifications and Standard Details of the Washington Suburban Sanitary Commission (WSSC), latest General specifications and Standard Details of the Maryland State Highway Administration, and/or the City of Rockville Department of Public Works (DPW), unless otherwise noted.
2. The Applicant must maintain all sediment control devices and ensure that all points of construction ingress and egress are protected as directed by DPW to prevent tracking of mud and dirt onto public rights-of-way (sidewalks, roads, etc.) or affecting adjacent areas.
3. The Applicant shall not operate any valves located on the existing public system. Requests to operate valves must be submitted to Chief of Construction Management 48 hours in advance.
4. Abandonment of water service connections and sewer service connections shall be made at the main line as directed by DPW. To abandon water service connections (two-inches or less), the tap hole is to be plugged with a brass plug and the valve and corporation must be removed at the main. All other house connections must be abandoned by cutting out the section of the water main and sleeving in a new pipe. To abandon sewer service connections, tees or saddles must be removed at the main and new pipe will be sleeved in.
5. All public water and sewer mains to be placed out of service (existing and proposed) must be completely removed and disposed. Abandonment of utilities in place may be allowed as an exception, only if adequate justification is provided to the DPW - Engineering Division. If permitted, utilities abandoned in place must be completely filled with lean mix concrete or flowable fill, disconnected at the main, and capped on both ends.

Connection to Existing Water System: The connection shall be made at hours determined by DPW in order to cause the least disturbance to existing customers. The Applicant shall notify the Chief of Construction Management in writing at least 18 calendar days prior to making the connection and submit for approval a schedule and method to complete the proposed connection. The Construction Management Division will notify the City Utilities Section at 240-314-8567 to arrange for valve operation. DPW must provide a minimum of two weeks of notice to affected properties. The connection will then be made at the designated time in accordance with the directions of the Chief of Construction Management. Test pit information on existing crossings must be provided a minimum of 48 hours prior to construction.

Water Mains: Materials for all water mains are to be ductile iron Pipe with Zinc Coating Pressure Class 350. All pipes are to be cement lined, minimum of 1/8-inch thick. All pipes and fittings are to be restrained, including all house connections four-inch and greater. All pipes are to be U.S. Pipe "TYTON

JOINT” or an approved equal. Water pipe shall be installed in accordance with WSSC Standard Details and Standard Specifications, Section 02510.

Valves: Valves shall conform to the latest AWWA Specifications and shall be a clockwise turn to close, mechanical joint. All valves shall be resilient seat gate valves. Valve box shall be two-piece sliding type adjustable and heavy duty domestic (Bingham & Taylor or approved equal). The covers shall say ‘WATER’ only. Any valve cover/lid with the text ‘WSSC’ will be rejected. Valves boxes for up to 36-inches in height shall weigh at least 75 pounds and valve lids shall weigh at least 14.5 pounds. Skirt size shall be two and a half inches

Fire Hydrants and Fire Hydrant Connections: The Applicant must test pit all fire hydrant leads and valves before removing or replacing a hydrant to confirm existence or condition of strapping.

Fire hydrants shall be set two-feet behind the face of curb unless otherwise indicated on the drawing. Each hydrant shall be set exactly plumb, at the grade provided, and shall be jointed to the fire hydrant connection at the foot of the barrel. Care shall be taken to place the steamer outlet normal to the street line and any hydrants placed askew shall be reset as required by the City.

Fire hydrants shall be firmly set in a bed of screened gravel, which shall extend one-foot below the bottom of the hydrant and be filled in and around it. The hydrant shall be firmly braced at the back, opposite the inlet pipe. The total amount of gravel used shall be at least 1/3 of a cubic yard. Fire hydrants shall not be blocked.

Fire hydrant connections of six-inch cement lined ductile iron pipe shall be laid at the points shown on the drawings and shall be extended either to fire hydrants to which they shall be connected or to such points as shall be designated. Fire hydrant connections shall be laid in all particulars in a similar manner to the water mains themselves.

Fire hydrants shall be Mueller or approved equal Traffic Model Types, which consists of break-away bolts, standpipe, and couplings. All fire hydrants shall be restrained to the water main using Mega-lugs or approved equal. Hydrants shall be factory painted with two coats of rust-preventive paint. All hydrants barrels shall be painted Safety Yellow. The bonnet and three nozzles shall be color coded as per the National Fire Protection Association (NFPA) standards. The colors are based upon the hydrant’s available fire flow and as determined by the Public Works Engineering Division:

FLOW	RUSTOLEUM ITEM #	COLOR
< 500 gpm	K7764402	Safety Red
500 – 1,000 gpm	3455402	Safety Orange
1,000-1,500 gpm	3433402	Safety Green
>1,500 gpm	K7725402	Safety Blue
All barrels	245479	Safety Yellow

Fire hydrants shall be as listed in WSSC General Conditions/Standard Specifications, Section 02510.

Fire hydrants shall have 5-1/4-inch, three-way (two hose nozzles and one pumper nozzle), six-inch diameter mechanical joint inlet connection clockwise turn close, National Standard operating nut.

Polyethylene Encasement: All ductile iron pipe, fittings, and appurtenances shall be V-Bio enhanced polyethylene encased in accordance with AWWA C 105 method 'A' and WSSC specifications; section 02510. After the pipe has been assembled in trench, Applicant shall carefully inspect polyethylene encasement for damage and repair in accordance with AWWA C 105 and manufacturer's recommendations.

Storage: The Applicant shall store pipe and materials on site, so as not to damage the materials, and shall maintain such storage areas in a hazard free and safe condition at all times.

Lubricants: Lubricants shall be potable hydrogenated vegetable oil that is insoluble in cold water and does not impart taste or odor. The lubricant shall not contain detergents, soaps or organic solvent either aliphatic or aromatic and shall be certified as nontoxic to humans or animals. The lubricant shall be of a semi-paste consistency, which will readily stick to the inside of the bell of the pipe when applied by hand. It shall remain in a usable state through the temperature in which water pipe is normally installed.

Water Service Connections: Water service connections shall be 1-inch or two-inch Copper, Type "K," or four-inch, six-inch, or eight-inch ductile iron pipe Pressure Class 350 as determined by the Inspection Services Division for service flow demand and fire protection requirements. Any Copper connection between main and meter shall be one continuous length. All connections must be tapped, saddles are not allowed. No taps shall be allowed in the last five-feet of a dead-end main.

- Applicants must have a WSSC tapping license.
- Compression fittings are not allowed in the City of Rockville.

Corporation stops: Corporation stops shall be as per ASI/AWWA C800 with working and test pressures as per WSSC Specifications. The corporations shall be bronze (ASTM B62).

Tap, sleeve and valve (T, S & V) assemblies: All T, S, and V assemblies are to be hydro-tested and witnessed by DPW at the time of installation.

Cover: All water mains shall be installed with minimum three and a half feet of cover below finished grade or three-feet of cover below finished subgrade.

Blocking for Existing Mains: Block all existing fittings with concrete per plans and Standard WSSC Specifications and Standard Details. Mechanical joint fittings, bolts, etc. must be protected from concrete.

Water Main Tests: The Applicant shall accomplish low (six hour) and high pressure (two hour) tests in accordance with WSSC Standards and Specifications. Prior to connection connecting new water mains or on-site water systems to the existing public system, the Applicant will conduct a 24-hour bacterial test. Passing test results must be provided from a lab certified by the Maryland Department of the Environment and shall be in accordance with the Standard Methods for Examination of Water and Wastewater.

- The Applicant must not use existing or new water mains or appurtenances for temporary restraint or support during pressure tests.
- Back flow prevention is required when testing a new main as per WSSC specifications.

Water Meters: Water meters shall be located one-foot behind the property line in a grass area. Water meters shall not be located in private driveways or aprons. Yoke angle valves should be compatible with Ford 500 series meter yokes.

Material Requirements for Sewer: DPW shall accept the following materials for the construction of the main line sewer, except as otherwise specified on the plans:

1. Pipes four-inches through 15-inches in diameter:
 - a. Polyvinyl chloride pipe (PVC) meeting ASTM D3034-78, wall thickness SDR 35, joints shall be watertight.
2. Pipes 18-inches and greater:
 - a. Ductile Iron, Pressure Class 350, cement lined minimum 1/8-inch thick with US Pipe TYTON JOINT or approved equal;
 - b. Polyvinyl chloride pipe (PVC) meeting ASTM F679, thickness T-1, joints shall be watertight.

Ductile Iron Pipe may be used under special conditions such as steep slopes or stream crossings.

Pipe for sewer house connections shall be four-inch polyvinyl chloride pipe and fittings as specified above, and shall be connected to the main line by the use of tees.

Flexible gaskets shall be used for connections to precast and existing manholes, and shall be A lock as manufactured by Atlantic Precast Concrete, Inc. or equal.

Mortar used in the installation of A Locks or the filling of any void in manholes walls, inside and out, shall be quick setting, non-shrink such as Octocrete, Speedcrete, Permacrete, or equal.

Installation of Sanitary Sewer: Sewer pipe shall be installed in accordance with WSSC Standard Details and Specifications, Section 02530. Hydro-hammers may not be used within three-feet of the top of pipe. Exercise care to ensure adequate compaction around structures and prevent damage to pipe at connections to manholes.

Horizontal deflection of pipe shall be accomplished in accordance with manufacturer's specifications.

Connection to Existing Sewers and Manholes: Connections must be as per WSSC Standard Details and Specifications, Section 02530.

Sewer Main Pressure Tests: The Applicant shall accomplish pressure tests in accordance with WSSC Standards and Specifications. DPW reserves the right to video the sewer main for quality control purposes.

Cleanouts: Cleanouts are to be installed on each sewer service connection and be located at the property line, in a grass area. Cleanout caps shall be cast iron with a brass plug. Provide concrete cleanout blocks on all sewer service connections at bottom of cleanout per WSSC Standard Details.

When drop connections from the building are to be used at the property line cleanout, the "Y" of the cleanout shall be encased per WSSC Standard Details and Standard Specifications.

Rockville Swim and Fitness Center**Locker Room and Lobby Renovations****Building Permit #BLD2019-23379****Conditions of Approval****Title****Description**

ADDITIONAL COMMENTS

Interior finishes shall comply with Chapter 8. All non-carpeted floor surfaces of the corridors, other lines of means of egress, landings, stair treads and ramps shall have a slip-resistant surface. Ref: 1003.4 Egress from a room or space shall not pass through adjoining or intervening rooms or areas, except where such adjoining rooms or areas and the area served are accessory to one or the other, are not Group H occupancy and provide a discernible path of egress travel to an exit. Ref: 1016.2 (2) All exits shall discharge directly at a court, yard, public way or an open space that has the required width and size to provide all occupants with a safe access to a public way. Ref: 1020.2.2, 1022.3 and 1028 Corridors, aisles and means of egress shall not be less than 44 inches. Ref: 1005; 1018; 1020. The floor surface on both sides of a door shall be at the same elevation, "SEE EXCEPTIONS". Ref: 1010.1.5 All door hardware shall comply with the Section 1010.1.9 through 1010.1.10 This construction must comply with all applicable provisions outlined in the Maryland State Accessibility Code. Diffusers in suspended ceilings shall be adequately supported independent of the ceiling assembly and tied at opposite ends with #12 AWG or larger wire or equivalent. Ref: IMC 603.18.3 All fixtures in suspended ceilings shall be supported directly from the building structure by #12 AWG or larger tie wires or equivalent at opposite corners of the fixture. Ref: NEC 410-36 (B) AMENDED Any changes to the "APPROVED PLANS" shall be submitted to, and approved by this Division prior to the change being made in the field. The approval of these drawings does not allow the installation of the required/non-required fire alarm system. OBTAIN A SEPARATE FIRE ALARM PERMIT. Provide the required duct smoke detectors on the return duct system of HVAC unit for Duct systems that are greater than 2,000 CFM design capacity. IMC 606.2.1. Provide Disconnect switches for Rooftop HVAC equipment (NEC 440 II; 440.63) Guards shall be provided where the roof hatch opening is located within 10 feet (3048 mm) of a roof edge or open side of a walking surface and such edge or open side is located more than 30 inches (762 mm) above the floor, roof or grade below. IBC 1015.7 Doors with access to pool shall be self-closing. Additional protection as described in IBC 2015 Section 3109 shall be provided. Provide adequate ventilation/protection to remove humidity away from room and structure. Provide Trap primers are required in all floor drains. Signage shall be installed in each Main Electrical rooms showing the locations of all other disconnecting means. No further items found at this time, any future findings will require proper resolution to code conformance. Other agency approvals may be required prior to the final inspections and or occupancy of this structure.

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CHAPTER 13	These plans were reviewed under Chapter 13, Existing Assembly Occupancies. These plans were reviewed under Chapter 43, Building Rehabilitation.
FULLY SPRINKLERED	Building is fully sprinklered. Installation or alterations to sprinkler system shall be in accordance with Section 9.7. Submit plans to City of Rockville, Inspection Services Division for review and obtain permit prior to installation/alteration of sprinkler system. Permit required for one (1) or more heads.
STORAGE ROOM 1-HR OR A/S	Hazardous areas including but not limited to general storage areas, boiler/furnace rooms, maintenance shops, etc. shall have 1 hour separation, or automatic sprinklers and smoke partitions with self or automatic-closing doors.
_____SYS. NOT REVIEWED	This review does NOT include formal review of Fire Alarm and/or Sprinkler system plans. Contractors responsible for installing systems shall submit plans and specifications to City of Rockville, Inspection Services Division for review and obtain permit prior to system installation/alteration.
CEILING HEIGHT AT 7'6"	Ceiling height shall be not less than 7 feet 6 inches. Projections from ceiling shall be at least 6 ft. 8 in. above the floor.
MINIMUM DOOR WIDTH 32" CLEAR	No door opening in a means of egress shall be less than 32 in. clear width. All projections into the opening (including door hardware) shall be counted as a reduction in the clear width.
FLOOR SAME LEVEL	The elevation of floor surfaces on both sides of a door shall not vary by more than 1/2". Elevation shall be maintained for a distance at least equal to the widest door leaf. Threshold shall not exceed 1/2". Raised thresholds and floor level changes exceeding 1/4" shall be beveled with 1 in 2 slope.
DOOR SWING DIRECTION	Doors serving a room or area with an occupant load of 50 or more shall swing in the direction of exit travel.
DOOR 50% INTO CORR./AISLES	During its swing, any door in a means of egress shall leave not less than one half the required width of an aisle, corridor, passageway, landing unobstructed. When fully open, door cannot project more than 7 inches into the required width.
LOCKS, LATCHES & ALARM DEVICES	Doors shall be arranged to be opened readily from the egress side whenever the building is occupied. All locks, latches, alarm devices shall not require the use of a key, a tool, or special knowledge or effort for operation from the egress side. Doors shall be openable with not more than one releasing action. (Multiple locks or latches are prohibited unless one action operates all devices). Releasing device must have obvious method of operation under all lighting conditions, should be capable of being operated by one hand and should not require tight grasping, tight pinching, or twisting of the wrist to operate. Releasing mechanism shall be not less than 34" and not more than 48" AFF.
Delayed egress/access controlled lock	Special locking arrangements such as delayed egress locks or access controlled egress doors shall comply with requirements of Chapter 7.
2 REMOTE EXITS REQUIRED	Access to at least two remote means of egress must be maintained at all times.

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SNOW/ICE PROTECTION	Exterior egress components (stairs & ramps) shall be continuously maintained free of all obstructions or impediments (Snow & Ice) to the full instant of use in the case of fire or other emergencies. NFPA 101, 7.1.10.1.
EXITS DURING CONSTRUCTION	Every required exit, exit discharge, and exit access shall be maintained during construction. In every occupied building or structure, means of egress from all parts of the building shall be maintained free and unobstructed. Means of egress shall be accessible to the extent necessary to ensure reasonable safety for occupants having impaired mobility. NFPA 101, 4.5.3.2.
CONST/PUBLIC SEPARATION	Provide 1-hr fire resistance rated separation between construction areas and general occupancy areas. In fully sprinklered buildings, with sprinkler system in service, smoke resistant separation is permitted.
EGRESS ILLUMINATION	Means of egress shall be illuminated in accordance with Chapter 7.
EXIT SIGNS	Provide exit signs in accordance with Chapter 7.
DIRECTIONAL INDICATORS	Exit signs having directional indicators shall comply with Chapter 7. Directional indicator shall be located outside of the exit legend, not less than 3/8 inch from any letter.
EMERGENCY LIGHTS	Emergency lighting shall be provided in accordance with Chapter 7.
EMERGENCY POWER SOURCE	Emergency lighting and exit signs shall be illuminated by an emergency power source when normal power is interrupted.
FIRE ALARM AUDIBLE	Fire alarm shall be audible and visible throughout. Additions or alterations to system shall be in accordance with Section 9.6. Submit plans to City of Rockville, Inspection Services Division, for review and obtain permit prior to installation.
VOICE NOTIFICATION OF F.A.	Occupant notification of fire alarm shall be by visible signals and a voice message. System must be in accordance with Section 9-6. Submit plans to City of Rockville, Inspection Services Division for review and obtain permit prior to installation.
FLAME SPREAD AB-ABC	Provide Fire Inspector with flame spread certificates for all interior finishes. Class A or B in the exits and exit access; Class A, B or C for other areas, smoke development not to exceed 450.
FLOOR FINISH CLASS I, II	Floor coverings within corridors and exits shall be Class I or II in accordance Chapter 10.
ELECTRIC/LABELED/NEC	Electrical installations shall be in accordance with NFPA 70, The National Electrical Code. All electrical equipment must be clearly labeled, marked or stamped with the symbol of an electrical testing laboratory approved by the Maryland State Fire Marshal.
HVAC INSTALL./ALTER. PER 90A	Installation/alteration of all HVAC shall be in accordance with NFPA 90A.
HVAC>2000 CFM, SD REQ'D	Provide duct smoke detection on supply side for all HVAC systems over 2000 CFM. Detectors shall not activate fire alarm.

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HVAC>15000 CFM, SD SUP/RTN	Provide smoke detection on supply and return sides of all HVAC systems over 15,000 CFM. Detectors shall not activate fire alarm.
NAT. GAS APPL/INSTALL PER 54	Natural gas lines and appliances shall be installed and tested in accordance with NFPA 54, National Fuel Gas Code.
F.D. ACCESS/WATER SUPPLY	All weather fire department vehicle access and approved water supplies must be maintained to all construction areas during construction.
KNOX BOX	Ground-fault circuit-interrupter receptacles shall be installed within six- (6) feet of a sink, 2014 NEC 70, Section 210.8 (B)(1) & (5). Fire extinguisher installation shall comply with the requirements of NFPA 10, 6.2.1.2.2. Provide a Knox Box key lock box (NFPA 1, 18.2.2.1.) in a location approved by City of Rockville Fire Marshal Office. Call 240.314.8250 or 8256 to discuss the requirements with the fire department Knox Box contact person. Review and permit issuance by the City of Rockville Fire Marshal's Office shall not relieve the applicant of the responsibility of compliance with this Code. NFPA 1, 1.14.4. When required by the AHJ, revised construction documents or shop drawings shall be prepared and submitted for review and approval to illustrate corrections or modifications necessitated by field conditions or other revisions to approved plans. NFPA 1, 1.14.5.

THE APPROVED PLANS AND ATTACHED NOTES SHALL BE AVAILABLE TO THE PUBLIC AT ALL TIMES. THE PLANS SHALL NOT BE APPROVED BY THE CITY OF ROCKVILLE FIRE MARSHAL'S OFFICE.

CITY OF ROCKVILLE
INSPECTION SERVICES DIVISION
FIRE CODE REVIEW

Plan Number: BLD2019-23379
Site Address: 355 MARTINS LA
Reviewer: Charles Biggus
240-314-8252
Property Owner: MAYOR AND COUNCIL OF ROCK
MARYLAND AVE AT VINSON
ROCKVILLE MD 20850

Tenant:

GENERAL NOTES: These plans have been reviewed for compliance with the Rockville City Fire Code and the 2015 Life Safety Code, NFPA 101. Comments are referenced from NFPA 101 unless otherwise indicated and shall be addressed prior to the final occupancy inspection. Please contact the reviewer whose name appears above with any questions regarding these comments.

SEE FIRE MARSHAL'S
PLAN REVIEW COMMENT

These plans were reviewed under Chapter 13, Existing Assembly Occupancies.

These plans were reviewed under Chapter 43, Building Rehabilitation.

Building is fully sprinklered. Installation or alterations to sprinkler system shall be in accordance with Section 9.7. Submit plans to City of Rockville, Inspection Services Division for review and obtain permit prior to installation/alteration of sprinkler system. Permit required for one (1) or more heads.

Hazardous areas including but not limited to general storage areas, boiler/furnace rooms, maintenance shops, etc. shall have 1 hour separation, or automatic sprinklers and smoke partitions with self or automatic-closing doors.

This review does NOT include formal review of Fire Alarm and/or Sprinkler system plans. Contractors responsible for installing systems shall submit plans and specifications to City of Rockville, Inspection Services Division for review and obtain permit prior to system installation/alteration.

Ceiling height shall be not less than 7 feet 6 inches. Projections from ceiling shall be at least 6 ft. 6 in. above the floor.

No door opening in a means of egress shall be less than 32 in. clear width. All projections into the opening (including door hardware) shall be counted as a reduction in the clear width.

The elevation of floor surfaces on both sides of a door shall not vary by more than 1/2". Elevation shall be maintained for a distance at least equal to the widest door leaf. Threshold shall not exceed 1/2". Raised thresholds and floor level changes exceeding 1/4" shall be beveled with 1 in 2 slope.

Doors serving a room or area with an occupant load of 50 or more shall swing in the direction of exit travel.

During its swing, any door in a means of egress shall leave not less than one half the required width of an aisle, corridor, passageway, landing, or unobstructed. When fully open, door cannot project more than 7 inches into the required width.

Doors shall be arranged to be opened readily from the egress side whenever the building is occupied. All locks, latches, alarm devices shall not require the use of a key, a tool, or special knowledge or effort for operation from the egress side, operate all devices. Releasing device must have obvious method of operation under all lighting conditions, should be capable of being operated by one hand and should not require tight grasping, tight pinching, or twisting of the wrist to operate. Releasing mechanism shall be not less than 54" and not more than 48" AFF.

Special locking arrangements such as delayed egress locks or access controlled egress doors shall comply with requirements of Chapter 7.

Access to at least two remote means of egress must be maintained at all times.

Exterior egress components (stairs & ramps) shall be continuously maintained free of all obstructions or impediments (Snow & ice) to the full extent of use in the case of fire or other emergencies. NFPA 101, 7.1.10.1.

Every required exit, exit discharge, and exit access shall be maintained during construction.

In every occupied building or structure, means of egress from all parts of the building shall be maintained free and unobstructed. Means of egress shall be accessible to the extent necessary to ensure reasonable safety for occupants having impaired mobility. NFPA 101, 4.5.3.2.

Provide 1 hr fire resistance rated separation between construction areas and general occupancy areas. In fully sprinklered buildings, with sprinkler system in service, smoke resistant separation is permitted.

Means of egress shall be illuminated in accordance with Chapter 7.

Provide exit signs in accordance with Chapter 7.

Exit signs having directional indicators shall comply with Chapter 7. Directional indicator shall be located outside of the exit legend, not less than 3/8 inch from any letter.

Emergency lighting shall be provided in accordance with Chapter 7.

Emergency lighting and exit signs shall be illuminated by an emergency power source when normal power is interrupted.

Fire alarm shall be audible and visible throughout. Additions or alterations to system shall be in accordance with Section 9.6. Submit plans to City of Rockville, Inspection Services Division, for review and obtain permit prior to installation.

Occupant notification of fire alarm shall be by visible signals and a voice message. System must be in accordance with Section 9-6. Submit plans to City of Rockville, Inspection Services Division for review and obtain permit prior to installation.

Provide Fire Inspector with flame spread certificates for all interior finishes. Class A or B in the exits and exit access; Class A, B or C for other areas, smoke development not to exceed 400.

Floor coverings within corridors and exits shall be Class I or II in accordance Chapter 10.

Electrical installations shall be in accordance with NFPA 70, The National Electrical Code. All electrical equipment shall be clearly labeled, marked or stamped with the symbol of an electrical testing laboratory approved by the Maryland State Fire Marshal.

Installation/alteration of all HVAC shall be in accordance with NFPA 90A.

Provide duct smoke detection on supply side for all HVAC systems over 2000 CFM. Detectors shall not activate fire alarm.

Provide smoke detection on supply and return sides of all HVAC systems over 15,000 CFM. Detectors shall not activate fire alarm.

Natural gas lines and appliances shall be installed and tested in accordance with NFPA 54, National Fuel Gas Code.

All weather fire department vehicle access and approved water supplies must be maintained to all construction areas during construction.

Ground-fault circuit-interrupter receptacles shall be installed within six (6) feet of a sink, 2014 NEC 70, Section 210.8 (B)(1) & (5).

Fire extinguisher installation shall comply with the requirements of NFPA 10, 6.2.1.2.2.

Provide a Knox Box key lock box (NFPA 1, 18.2.2.1) in a location approved by City of Rockville Fire Marshal Office. Call 240.314.8250 or 8256 to discuss the requirements with the fire department Knox Box contact person.

Review and permit issuance by the City of Rockville Fire Marshal's Office shall not relieve the applicant of the responsibility of compliance with the Code. NFPA 1, 1.14.4.

When required by the AHJ, revised construction documents or shop drawings shall be prepared and submitted for review and approval to illustrate corrections or modifications necessitated by field conditions or other revisions to approved plans. NFPA 1, 1.14.5.

No further comments at this time. Any future findings will require proper resolution to code conformance. This approved set of plans must be kept on site at all times. All construction, demolition, repairs and improvements shall be made in accordance with the Rockville City Codes and NFPA 241.

To request a fire inspection, please visit www.rockvillemd.gov/fireinspection

ROCKVILLE
FIRE MARSHAL'S OFFICE
CITY OF ROCKVILLE
FIRE CODE REVIEW
REVIEWED PLAN

FIRE SPRINKLER
PERMIT REQUIRED

FIRE ALARM
PERMIT REQUIRED

Construction/Installation
subject to inspection by Fire Marshal
Schedule all fire inspections by visiting:
www.rockvillemd.gov/fireinspection